

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

FIRST TERM EXTENSION
AGREEMENT

THIS FIRST TERM EXTENSION AGREEMENT (the “First Term Extension”), made and entered into the 1st day of July, 2026 by and between the **City of Fayetteville**, a North Carolina municipal corporation (the “City”), by and through its Public Services Department Solid Waste Division and **Pratt Recycling, Inc**, with a principal business office located at 4004 Summit Blvd. NE, Suite 1000, Atlanta, Georgia 30319 and a local Recycling Processing Facility located at 3680 Owen Drive, Fayetteville, North Carolina (the “Contractor”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City solicited a Request for Proposals for Material Recovery Facility Services; and

WHEREAS, Contractor submitted a bid to City in response to the Request for Proposals; and

WHEREAS, the City determined that Contractor was the most qualified and responsible bidder and as such selected Contractor to perform certain services for the City as described in the Agreement between the Parties dated June 21, 2023, which became effective on July 1, 2023; and

WHEREAS, Article 2. Term of the Agreement provides that the Parties may extend the Agreement up to two (2) one-year terms upon the Parties’ mutual written agreement following the Initial Term; and

WHEREAS, the Initial Term of the Agreement ends on June 30, 2026; and

NOW THEREFORE, in consideration of the mutual promises recited in this First Term Extension, the Parties agree as follows:

AGREEMENT PROVISIONS

1.0 TERM: Under the provisions of the Agreement dated March 30, 2023 (“Exhibit A”), the Parties agree to exercise the first one-year extension of the Renewal Term. Services under the Agreement shall commence the 1st day of July, 2026 (the “Effective Date”). There is one remaining one-year extension of the Renewal Term.

2.0 SCOPE OF SERVICES: City added Juneteenth as an annual holiday that will be observed.

3.0 COMPENSATION: City agrees to pay Contractor a processing fee of one hundred dollars (\$100.00) per ton for all inbound tonnage delivered to Contractor. There will be no

contamination handling fee, revenue sharing, and quarterly composition audits during the Renewal Term of this Agreement. City agrees to pay Contractor within thirty (30) days of receipt of invoice provided by Contractor. Any disputed invoices must be reported by City to Contractor within ten (10) business days. The payments to Contractor will increase by the annual percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the Bureau of Labor Statistics of the United States Department of Labor, for the most recently available 12-month period. In the event that the publication of the CPI-U is discontinued, the Parties will designate a comparable index to be used in lieu thereof. Any annual adjustments described herein shall take effect on each anniversary of the Effective Date during the term of this Agreement.

4.0 TERMINATION FOR CONVENIENCE: In the event the Contractor is unable, despite commercially reasonable efforts, to maintain access to its processing facility or to secure a suitable replacement facility from which to provide the Services contemplated by the Agreement, the Contractor may terminate the Agreement upon one hundred twenty (120) days' prior written notice to City. Such termination shall not constitute a default by the Contractor, and Contractor shall have no liability for damages, penalties, replacement costs, or other compensation arising from such termination, except for obligations accrued prior to the effective date of termination.

5.0 CITY'S TERMS SUPERSEDE: Except for Section 4.0, Termination for Convenience, herein, to the extent a conflict exists between the terms of this First Term Extension and the terms and conditions in any of the attachments to this First Term Extension, including the Agreement, the terms of this First Term Extension shall govern and supersede any conflicting terms in such attachments.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this First Term Extension as of the date written above.

ATTEST:

CONTRACTOR

BY: Alicia K. Farrow
Name Alicia K Farrow
Title Notary Public

BY: [Signature]
Name Stephen Ward
Title Chief Financial Officer



Date: 6/12/2026

Date: 6/12/2026

CITY OF FAYETTEVILLE

ATTEST:

BY: _____
JENNIFER L. AYRE
City Clerk

BY: _____
DR. DOUGLAS J. HEWETT, ICMA-CM
City Manager

Date: _____

Date: _____

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

BY: _____

EXHIBIT LIST

Exhibit A: Services Agreement