



Agenda

Town of Boiling Springs Board of Commissioners

September 4, 2012

Town of Boiling Springs

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AGENDA

TOWN OF BOILING SPRINGS BOARD OF COMMISSIONERS

September 4, 2012

7 p.m., Town Hall

- | | |
|---|-----------|
| 1. Call to Order – Max J. Hamrick, Mayor | - |
| 2. Approval of Minutes
August 7, 2012 Regular Meeting | 3 |
| 3. Recognition of Citizens Present | |
| 4. Regular Business | 5 |
| – Consider Revised Contract for Recycling (p. 6) | |
| – Review Proposed Solid Waste Chapter Amendment (p. 24) | |
| 5. Closed Session | 46 |
| – Pursuant to NCGS 143.318.11 | |
| 6. Staff Reports | 50 |
| 7. Commissioners' Reports/Comments | 51 |
| 8. Mayor's Report/Comments | 51 |

It is the desire of the Board to allow all citizens an opportunity to speak and to conduct business in an open, professional, and productive manner. Persons not specifically listed on the agenda but wishing to speak must register with the Town Clerk prior to the start of the meeting. These persons will be recognized by the Mayor during the "Recognition of Citizens Present" portion of the meeting. A maximum of three (3) minutes will be allowed unless otherwise approved by a majority of the Board. Groups are urged to choose one spokesperson. If you require additional time, you may ask to be placed on the agenda for the next regularly scheduled meeting of the Board. This policy was adopted in an effort to allow the Board members adequate notice of business to come before it as well as time to familiarize themselves with an issue.

Town of Boiling Springs
Board of Commissioners
Regular Meeting Minutes
August 7, 2012

The Board of Commissioners of the Town of Boiling Springs met August 7, 2012 at the Boiling Springs Town Hall. Present were: Mayor Max J. Hamrick; Commissioners William Elliott, Darlene Gravett, James Beason, and John Glenn. Staff members present: Town Manager Tom Hart, Town Clerk Kimberly Greene, Finance Officer Rhonda Allen, Public Works Director Mike Gibert, and Chief Randy Page.

Others Present: Jim Blalock

AGENDA ITEM I

Call to Order - Max J. Hamrick, Mayor

AGENDA ITEM II

Recognition of Citizens Present

AGENDA ITEM III

Approval of Minutes

Commissioner Gravett made the motion to approve minutes of the June 26, 2012 regular meeting as previously mailed. Commissioner Elliott seconded and the vote was unanimous.

AGENDA ITEM IV

Regular Business

Contract for Recycling Collection

Mr. Hart discussed the Contract for Recycling Collection from Republic Services of North Carolina, LLC d/b/a GDS - Cleveland. The initial term of the contract is for a period of (5) five years, beginning October 1, 2012 @ \$2.75 per account. On July 1st of each year of the term of the contract, the rate will be adjusted upward or downward based on the urban consumers southern region Consumer Price Index (CPI). The Mayor inquired about commercial recycling collection. After discussion, the Board agreed to offer collection to residential customers at this time. The Board also discussed curbside recycling collection procedures.

Commissioner Elliott made the motion to approve the Contract for Recycling Collection with Republic Services of N.C., LLC d/b/a GDS - Cleveland. Commissioner Glenn seconded and the vote was unanimous. A copy of the Contract is on file in the office of the Clerk.

Consider Fee for Recycling Service

Mr. Hart discussed potential recycling service rate increases from Republic Services of North Carolina, LLC d/b/a GDS - Cleveland. As discussed earlier, on July 1st of each year the rate will adjust upward or downward (up to 5%) based on the CPI.

Commissioner Glenn made the motion to approve a recycling fee of \$3 for all residential sanitation customers and apply the same recycling fee plus 1.5% (the same percentage as garbage collection) to the outside residential sanitation customers. Commissioner Elliott seconded and the vote was unanimous.

Budget Ordinance Amendment

Rhonda Allen reported the amendment is necessary to make changes to the Town's budget to allocate funds to paint the water tank.

Section 1. Revenues

	<u>Increase</u>
Transfer from Water/Sewer retained earnings	\$42,000

Section 2. Expenditures

	<u>Increase</u>
Water capital outlay	\$42,000

Commissioner Gravett made the motion to approve the budget Ordinance Amendment #120807.1. Commissioner Beason seconded and the vote was unanimous. A copy of the Ordinance is on file in the office of the Clerk.

AGENDA ITEM V

Staff Reports

Randy Page, Chief of Police

The Chief reported part-time Officer Tommy Sheehan was recently promoted to full-time.

Mike Gibert, Public Works Director

R.E. McLean Tank Company, Inc. is painting the inside of the water tank. The company is also repairing additional deterioration that was discovered in the seams of the tank. Mr. Gibert reported this is the first time the interior of the tank has been completely recoated.

Mr. Gibert and Mr. Hart met with the Mayor of Lattimore, Alton Beal, to discuss their concerns regarding the Wastewater Collection and Treatment Agreement.

Town Hall offices will be closed Monday, September 3, 2012 in observance of Labor Day. The garbage collection for Monday, September 3, 2012 will be collected on Tuesday, September 4, 2012. The remainder of the week will be on schedule.

Tom Hart, Town Manager

Mr. Hart and Mr. Gibert are working to replace the rocks at the playground behind Town Hall with another surface such as rubber mulch. Mr. Hart is seeking grant money to assist with the cost.

Mr. Hart also reported plans to meet with the festival committee.

AGENDA ITEM VI

Commissioner's Report/Comments

Commissioner Elliott reported the sidewalks and curbs require attention.

AGENDA ITEM VII

Mayor's Report/Comments

Mayor Hamrick inquired if the NC Department of Transportation had provided additional information regarding the installation of a pedestrian crosswalk at the traffic light. Mr. Hart stated it was his understanding the equipment must be installed at the expense of the Town. He further stated the existing cabinet for signal controllers must be updated to accommodate additional signals. The Board directed the Town Manger to proceed with this project.

The Mayor inquired about compensation for Mike Gibert for serving as Interim Manager. Commissioner Elliott made the motion to give Mr. Gibert an extra week of pay for serving as Interim Manager. Commissioner Beason seconded and the vote was unanimous.

There being no further business to come before the Board, Mayor Hamrick declared the meeting adjourned at 7:35 p.m.

Max J. Hamrick, Mayor

Kimberly Greene, Town Clerk

Meeting Date: September 4, 2012

Subject: Regular Business

- **Contract for Curbside Recycling (p. 6)**

This contract is nearly identical to the contract approved last month. Republic was apparently rushed and sent us a contract to approve prematurely. The changes to the contract are highlighted and do affect the contract in any substantial sense.

- **Review Revisions to Solid Waste Chapter (p. 24)**

Included is a substantial revision to Chapter 52 of the Town Code. The Solid Waste Chapter needed updating to include recycling service. Examination of the Chapter revealed that a majority of the Chapter was outdated. There were numerous references to a town administrator, the ordinance dated back to before the town starting providing garbage roll carts, and there were no sections to adequately address yard waste or bulk items. Some revisions had been made in 2010 to address some of these issues. The revisions are so substantial that providing them in the usual method of presenting revisions, with the old text struck out, would have been incomprehensible. The proposed wording of the Chapter starts at page 23 and I have provided the existing chapter starting at page 32.

I do not anticipate that these revisions are ready for adoption and they have not been reviewed by the Town Attorney. I am providing them only to solicit feedback.

**CURBSIDE RECYCLING
AND
COLLECTION SERVICES CONTRACT
TOWN OF BOILING SPRINGS
AND
REPUBLIC SERVICES OF NORTH CARLONIA, LLC
d/b/a GDS - CLEVELAND**

CURBSIDE RECYCLING AND COLLECTION SERVICES CONTRACT

THIS Agreement is made and entered into as of the _____ day of _____, 2012 between TOWN OF BOILING SPRINGS, hereinafter referred to as "TOWN", and REPUBLIC SERVICES OF NORTH CAROLINA, LLC d/b/a GDS – CLEVELAND its successors and assigns, hereinafter referred to as "CONTRACTOR":

WITNESSETH, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

SECTION I: DEFINITIONS

Contaminant: Any material other than Designated Recyclables that is left in the Recycling Container including any material that is mixed with Designated Recyclables but specified as not acceptable for recycling in the program educational/promotional material.

Designated Recyclables: Includes but is not limited to the following: aluminum, steel, and tin cans (lids and labels may be included); empty aerosol cans (plastic caps removed); clear, green and brown glass containers; all plastic bottles (#1 through #7) labels and caps may be included; newspaper and newspaper inserts; brown paper grocery bags; magazines; catalogs; telephone books; junk mail; manila folders and envelopes; office paper; paperback books; post-it-notes; shredded paper; soda or beer cartons; toilet and paper towel rolls; wrapping paper; construction paper; egg cartons; paper envelopes (envelopes with plastic windows accepted.); box board (clean frozen vegetable containers, cereal boxes, pasta boxes, etc.); and corrugated cardboard.

Missed Collection: A properly prepared set out, on a regularly scheduled collection day for that Service Area, that is set out before the collection vehicle services that area (during designated hours of operation) that is not picked up by the Collection Contractor.

Processing: Refers to accepting, sorting, preparing for transport, and marketing recyclables.

Recyclables: Means all of the currently collected materials listed as Designated Recyclables.

Recycling Container: A 95 gallon rollout container used for the set out of recyclables and conforming to industry standards

Refuse: Shall mean rubbish, household trash, and garbage excluding Designated Recyclables.

Service Area: The area within the incorporated Town in which the collection service is provided by the CONTRACTOR.

Service Recipient: Those customers who shall receive collection services under this contract as specified in Section II.B.1

Acceptable Set-Out: A set-out of Designated Recyclables that is properly prepared and placed in the Recycling Container, according to established collection procedures.

Unacceptable Set-Out: A set-out that does not meet the requirements of an Acceptable Set-Out.

Unacceptable Waste: means highly flammable substances, Hazardous Waste (as defined below), liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted.

Hazardous Waste: means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

SECTION II: COLLECTION SERVICES

A. SCOPE OF SERVICES

A.1 General Provisions

The CONTRACTOR shall provide the following service(s) to all Service Recipients:

1. curbside collection and transport of recyclables
2. processing and marketing of recyclables

A.2 Area of Service

CONTRACTOR shall collect and transport Designated Recyclables from all Service Recipients located within the Town.

B. COLLECTION SERVICE – RECYCLABLES

B.1 Service Recipients

CONTRACTOR shall provide curbside recyclables collection service to:

1. all Single-family Residential Units receiving solid waste collection services from the Town's Sanitation Division
2. multi-family Residential Units receiving solid waste collection services from the Town's Sanitation Division

B.1 a Change in Service Recipients

Town and CONTRACTOR may mutually agree to add or delete Service Recipients to which CONTRACTOR must provide service. Changes in Service Recipients may be made once monthly. Any changes in CONTRACTOR compensation due to change in Service Recipients shall conform with Section VI. Town or CONTRACTOR shall submit a list and map when deemed necessary to other party to show added or deleted Residential Service Recipients. In the case of CONTRACTOR submittal, Town shall verify such list prior to any change in list of Service Recipients. CONTRACTOR shall immediately begin service to new Service Recipients or terminate service to deleted Service Recipients upon receiving written notification from Town.

B.2 Collection Frequency

The CONTRACTOR must collect Designated Recyclables for Residential Service Recipients on a , bi-weekly(every other week) basis. [Maps of the refuse collection areas will be provided to the contractor by the Town upon award of the contract]

B.3 Collection Procedures

CONTRACTOR shall collect an unlimited quantity of Designated Recyclables placed out for collection by Service Recipients. CONTRACTOR must collect all Designated Recyclables set out in the Recycling Container; or immediately adjacent to the Recycling Container. A residence with recyclables adjacent to container twice per month will be required to obtain additional containers. Contamination shall be handled as provided in Section II.B.3.e. Missed collections shall be handled as provided in Section II.G.

CONTRACTOR shall be responsible for collecting recyclables which have fallen or been placed at the curb but not in the container.

B.3 a Collection Method

Contractor shall collect all Acceptable Set-Outs of Designated Recyclables set-out for recycling by Service Recipients.

B.3 b Manner of Collection

CONTRACTOR shall carefully handle all Recycling Containers used to set out recyclables. Containers shall be thoroughly emptied. Empty Recycling Containers shall be left in the approximate place where found with any covers or lids placed on or next to the container. Containers shall not be bent, thrown or otherwise abused. When possible containers shall not be placed in driveways, in front of mailboxes, in the street, gutter or on sidewalks, or in any other way that interferes with traffic or mail delivery service. CONTRACTOR shall not be required to remove Designated Recyclables from containers which are frozen to the extent that the container may be damaged in the process of removing Designated Recyclables.

B.3 c Litter Prevention and Spill Clean Up

CONTRACTOR agrees to operate collection vehicles as designed by manufacturer in such a manner to prevent materials from being blown from the vehicle. If at any time due to Contractor's negligence during collection and transport, recyclables are spilled onto a street, Sidewalk, or private property, CONTRACTOR shall clean up and place in the collection vehicle all Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate clean up of spilled recyclables.

B.3 d Interruption of Service

CONTRACTOR must not interrupt the regular schedule and quality of service because of street repairs or closures unless prior approval of such schedule change is given by the Town provided such approval is not unreasonably withheld, delayed or modified by Town. Town further represents that all parts of the Town's service location including, without limitation, the streets, access roads, curbing, parking lots, enclosures, loading docks and all areas in which bidder's vehicles and equipment will and may operate, will be adequate to support bidder's vehicles at full load and provide sufficient access, without damage, to such areas or facilities.

B.3 e Contamination and Improper Set Out

If CONTRACTOR encounters any improperly prepared Designated Recyclables or Contaminants in the Recycling Container, CONTRACTOR shall leave those materials in the container. CONTRACTOR must place a tag on the container that is not collected, collect the acceptable items if possible, and leave the container upright with the tagged contaminants in the container. CONTRACTOR may not leave any materials as unacceptable for collection unless tagged by the CONTRACTOR. If CONTRACTOR encounters any Unacceptable Set-Out, CONTRACTOR shall not collect that Container and place a notification with the Unacceptable Set-Out/Container informing the Service Recipient of acceptable set out procedures. CONTRACTOR shall record the address of each Service Recipient where a notification was left in a daily log which will be submitted to the Town upon request by the Town. CONTRACTOR shall be responsible for producing and maintaining an inventory of tags for contamination and unacceptable containers. Prior to initiating services under this Contract, CONTRACTOR shall submit tags to Town for review and approval.

B.4 Set Out Procedures

Residents shall place recyclables into Recycling Containers and place containers at curbside for collection. Overflow material shall be placed adjacent to Recycling Container(s) in additional containers approved by the Town and CONTRACTOR. CONTRACTOR must collect all recyclables that are set out in this manner and are placed at the curbside. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. CONTRACTOR may decline to collect any recyclable materials not set out in accordance with this Section.

B.5 Designated Receiving Facility

The CONTRACTOR will collect comingled materials maintaining a level of material segregation necessary for delivery of materials to the processing facility. Otherwise segregation is at the discretion of the CONTRACTOR. CONTRACTOR must transport to and unload all acceptable Designated Recyclables at the Sonoco Recycling facility located at 1003, Glenview Ave, Gastonia, NC or the Republic Material Recovery Facility located at 130 Somerset Drive Ext., Conover, NC 28613 The CONTRACTOR is responsible for the costs of transport and delivery to such facility, and for insuring that all materials delivered meet the processors' written specifications for acceptance. If another receiving facility is proposed by the CONTRACTOR, approval must be granted by the Town.

B.6 Ownership of Materials

Recyclables set out on the regularly scheduled collection day shall belong to the CONTRACTOR upon collection, subject to the rights of a customer to claim lost property of value. Recyclables collected by CONTRACTOR, for the purposes of obligations under this Contract, shall be deemed acceptable Designated Recyclables. Title to any Unacceptable Waste and Non-conforming Waste shall at all times remain with service recipient.. CONTRACTOR shall have the right to revoke acceptance of any waste at any time such waste is discovered to be Unacceptable Waste.

B.7 Change in Designated Recyclables

Town and CONTRACTOR may mutually agree to add or delete a material(s) to/from the list of Designated Recyclables at any time during the contract term or extensions. Deletions of any items will be discouraged. CONTRACTOR shall notify the Town of the extent to which such addition(s) would require modification of the collection vehicles, need for additional recycling containers, and need for additional collection vehicles, and shall notify the Town of the estimated cost for adding the proposed materials. Such notification shall be in writing and shall be provided at the time CONTRACTOR proposes the additional materials or, if Town proposes addition. Town shall respond in writing to Contractor's description of changes and costs. Both parties shall negotiate in good faith for the purpose of reaching agreement for the addition of proposed materials and a schedule for implementation of collection of such materials.

C. PROVISION OF CONTAINERS

Each Service Recipient shall be supplied with Recycling Container(s) that shall conform with the minimum specifications provided in Appendix C. During the term of this Contract, Town shall purchase and maintain an inventory of Recycling Containers for distribution to new Service Recipients and for replacement of Recycling Containers. TOWN shall provide for the storage of the inventory of the Recycling Containers.

C.1 Distribution of Containers

Prior to commencement of the Contract, TOWN shall provide Recycling Container(s) to each Service Recipient. Recycling Containers shall be distributed no more than five calendar days prior to the start-up of Recycling collection services. All Recycling Containers shall be delivered to Service Recipients with an informational brochure (provided by the Town) on the Recycling collection program produced and printed by the TOWN and approved by CONTRACTOR. TOWN shall distribute Recycling Containers to new Service Recipients added to the Service Area during the term of this Contract.

C.1 a Replacement of Containers

Service Recipients shall be instructed to contact TOWN directly with requests for replacement Containers. CONTRACTOR shall reimburse TOWN for Recycling Containers determined by both parties to have been damaged by its collectors.

D. COLLECTION SCHEDULE

D.1 Scheduling Collection

CONTRACTOR shall divide the Service Area into collection areas, with one area to be collected each Friday. Collections shall be made from Service Recipients on a regular schedule on the same day on a bi-weekly (every other week) basis. The Contractor shall provide the Town with maps showing the designated collection days and keep such maps current at all times.

D.2 Hours of Collection

Collection services shall be made between the hours of 6 AM and 7 PM Friday. Collection services shall not be provided at any other time, unless the Town authorizes a temporary extension of hours.

D.3 Changes to Schedule

Scheduled collection days may not be changed by the CONTRACTOR without the Town's prior written approval. Town shall review and act upon such requests in a timely manner. The Town may make schedule changes no more than one time per Service Recipient during each year of the contract. If a schedule change request by the CONTRACTOR is approved by the Town, the CONTRACTOR must distribute written notices by mail or door-to-door, at the Contractor's expense, to each affected Service Recipient. The notice must be approved by the Town prior to distribution and must be distributed to each affected dwelling unit at least two (2) and not more than four (4) weeks in advance of the effective day of change. If a schedule change is requested by the Town, the TOWN must distribute the written notices at the expense of the Town. All vehicles, facilities, equipment and property to be used in the performance of this contract shall be wholly owned by the CONTRACTOR. In cases of a breach of the contract, the CONTRACTOR shall maintain ownership of all vehicles, facilities, equipment and property.

E. HOLIDAYS AND MAKE-UP COLLECTION

E.1 Holidays

The following holiday will be observed: Christmas Day. Service will be provided the following day for all observed holidays. The Holiday schedule is subject to change. The Contractor will advise the Town of holiday schedule changes.

E.2 Make-up Collection

When the Town and the Contractor, by mutual consent determine that an inclement weather condition exists which may prevent the Contractor from making a regular collection, the Contractor shall conduct the collection on a schedule approved by the Town. To the extent that regular service schedules are interrupted by snow, ice and other weather conditions, an approved special collection schedule shall be developed and implemented as soon as conditions allow. Should Contractor fail to make collection on a scheduled day for other causes within the Contractor's control, Contractor shall, within 24 hours, perform a special collection without charge to the Town or the Service Recipient.

F. SPECIAL COLLECTION SERVICES

The Town shall provide written notification to CONTRACTOR listing the address of all Service Recipients that shall receive on-premises collection. CONTRACTOR must immediately begin on-premise collection service upon receiving notification from Town. CONTRACTOR shall perform on-premises collection on a mutually agreed to day. CONTRACTOR shall stop on-premises collection upon written notification by the Town. On-premise collections must be made from Service Recipient's rear yard or other convenient location. Empty containers must be returned to the point from which they were collected and or mutually agreed placement as long as the container does not obstruct the sidewalk, driveway, or right of way. Contractor has the right to refuse on-premise collection due to safety hazards. Contractor must provide immediate and specific notice to the Town in the event a service recipient is refused service due to safety hazards.

G. MISSED COLLECTIONS AND COMPLAINTS

The failure of Contractor to collect Recyclables that have been properly prepared and set out by a Service Recipient shall be considered a Missed Collection. Complaints regarding Contractor's performance of collection services may include, but are not limited to:

1. Failure to respond to Missed Collections within the specified time constraints;
2. Continued and repeated misses of a particular household, street, or subdivision;
3. Continued misuse and/or mishandling of materials and bins;
4. Damage to personal property;
5. Failure to obey traffic regulations;
6. Discourteous treatment of Service Recipient

If a Missed Collection or complaint is reported to the CONTRACTOR before 1:00 p.m., CONTRACTOR shall collect Missed Collection or resolve complaint on the same day. If a Missed Collection or complaint is reported to the CONTRACTOR at or after 1:00 p.m., CONTRACTOR shall collect Missed Collection or resolve complaint by

5:00 p.m. on the next working day. Service Recipients shall be instructed to report Missed Collections and complaints directly to CONTRACTOR. CONTRACTOR shall be given prompt and courteous attention to all reported Missed Collections and complaints. CONTRACTOR shall maintain a daily log of all Missed Collections and complaints including the address of Service Recipient, time of call, and time when collection was made. The log shall be submitted upon request to Town, in a format specified by Town.

H. SCAVENGING

CONTRACTOR shall note any evidence of scavenging of Designated Recyclables from Recycling Containers and report such information to the Town.

I. EQUIPMENT

I.1 General Provisions

The CONTRACTOR is responsible for the purchase and/or leasing and maintenance and repair arising out of the use or operation of the equipment by the CONTRACTOR of all vehicles and equipment, other than containers, necessary to adequately and efficiently perform the contractual duties specified in this Contract. Prior to execution of this contract and every year thereafter, the CONTRACTOR shall provide to Town a list of equipment to be used by the CONTRACTOR to provide the services covered by this Contract. The list shall contain, at a minimum, vehicle identification number, license number, make and model, model year, years in service, front line or backup, payload capacity, and date of purchase or initial lease. The Town shall have the right to inspect equipment and vehicles used in the performance of this contract during the Contractor's regular business hours.

I.2 Back Up Equipment

CONTRACTOR shall maintain sufficient back-up collection equipment to ensure uninterrupted collection service during the term of this contract. All back up equipment shall comply with generally recognized industry standards.

I.3 Vehicle Condition, Maintenance & Repair

CONTRACTOR shall maintain collection equipment in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in a condition satisfactory to maintain a positive public image as reasonably determined by the Town. CONTRACTOR shall maintain a maintenance log for all collection vehicles and equipment. The log shall at all times be accessible to Town upon request, and shall show, at a minimum, each vehicle's identification number, dates and description of routine maintenance performed, and dates and description of additional maintenance performed. All vehicles and equipment including back ups used in the collection and transport of materials under this contract shall be functionally equivalent and compatible with front-line existing equipment.

I.4 Vehicle Appearance & Signage

All collection vehicles and equipment shall have appropriate safety markings including, but not limited to, flashing and warning lights. All safety markings shall be in accordance with North Carolina Motor Vehicles Code and shall be subject to approval by City. CONTRACTOR'S name, telephone number and vehicle number shall be visibly displayed on both sides of all collection vehicles in letters and figures not less than four inches high.

I.5 Licenses & Registration

All vehicles must maintain at all times current license and registration as required by the State of North Carolina Department of Motor Vehicles.

J. ROUTES

J.1 Route Data

Current collection areas will be provided to the CONTRACTOR. New collection routes may be established by the CONTRACTOR after review and approval by the Town. Such approval shall not be unreasonably withheld. If the CONTRACTOR decides to alter Town set routes and collection day the CONTRACTOR shall submit maps of the collection routes to the Town for prior written approval.

J.2 was removed

K. DISPOSAL PROHIBITION

CONTRACTOR certifies to Town that all Designated Recyclables collected under this contract are in fact delivered to a recyclable materials processing facility, broker, or end user for recycling only. CONTRACTOR is prohibited from disposing of any Designated Recyclables collected under this Contract unless deemed too contaminated for recycling. A record of incidences where loads are deemed too contaminated for recycling will be maintained and provided to the Town upon request. Violation of this provision shall be considered cause for CONTRACTOR Default.

L. WASTE MINIMIZATION

Nothing in the contract shall restrict the right of the Town to minimize the amount of solid waste, including recyclables, generated in the Town.

SECTION III: OTHER SERVICES

A. PUBLIC INFORMATION AND EDUCATION PROGRAM

A.1 General Provisions

The Town shall plan and coordinate a public education and information program to inform citizens of the curbside program. CONTRACTOR may distribute its own promotional materials subject to Town approval. The CONTRACTOR shall participate in the Town directed promotion and education efforts as outlined below:

1. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
2. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
3. Be available a minimum of twice per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
4. Provide advice to the Town on promotion and education material content and presentation.

A.2 News Media Relations

Contractor shall notify Town of all requests for news media interviews related to the Program within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services, Contractor will discuss Contractor's proposed response with Town. Copies of draft news releases or proposed trade journal articles shall be submitted to Town for prior review and approval at least five (5) working days in advance of release, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to Town simultaneously with Contractor's submittal to such regulatory agency. Copies of articles resulting from media interviews or news release shall be provided to the Town within five (5) days after publication.

B. LOCAL OFFICE AND PRESENCE

The CONTRACTOR shall provide at its expense a suitable office located within the Town or it may designate an existing location from which to service customers. The Contractor's office must be open to the public during normal working hours of the Town unless otherwise scheduled and approved by the Town. The office shall be adequately staffed and equipped with telephone lines and communications to fulfill Contractor's obligations under this Contract. Voicemail, recorders or other unstaffed communication devices or systems are not permitted except outside of scheduled working hours. A representative of the Contractor shall be available during office hours at Contractor's office for communication with the Town's representative, or the designee of any of these officers, and the public.

C. TELEPHONE AND CUSTOMER SERVICE

The CONTRACTOR shall maintain and adequately staff a local telephone number and email address where complaints shall be received and handled during the same business hours as the Town on every collection day. The telephone line shall be equipped with an answering machine or service capable of receiving calls during non-office hours. All incoming calls shall be answered in a timely manner with a return call to the customer within twenty four (24) hours of the original call excluding observed holidays and weekends.

C.1 Emergency Telephone Number

Contractor shall maintain an emergency telephone number for use by the Town outside Contractor's office hours. A representative of CONTRACTOR shall be on-call during non-office hours to receive notice of and respond to emergency conditions.

D. EMERGENCY/OTHER SERVICES

CONTRACTOR shall provide emergency services (i.e., special collection, transport, processing) at Town's request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR shall be capable of providing emergency services within 24 hours of notification by the Town or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this agreement and which are not compensated as special services in accordance with this contract shall be compensated through a negotiated agreement between CONTRACTOR and Town.

D.1 Weather

Only hazardous weather conditions will be considered sufficient cause for cancellation of scheduled collection. Collection of the omitted routes shall be resumed as soon as possible without further disruption to the remainder of the collection schedule. Town must be notified before such cancellation of collection.

SECTION IV: RECYCLABLES PROCESSING AND MARKETING SERVICES

A. COLLECTION CONTRACTOR RESPONSIBLE FOR PROCESSING/MARKETING RECYCLABLES

A.1 General Provisions

The CONTRACTOR shall be responsible for processing Designated Recyclables in association with this contract and shall notify the Town in writing prior to the commencement of the recycling collection service as to the name and location of the processing facility. The processing facility used in association with this contract shall be capable of accepting the Designated Recyclables and processing them to the degree necessary to be marketable. All processing services are to be completed in a timely, professional and workman-like manner. The CONTRACTOR shall provide information regarding any contracts it has, or intends to enter into, for the processing and marketing of Designated Recyclables it will collect within the Town. This shall include the name and location of any processor, recycling market, or secondary market contracted with and the site of storage and/or processing of the Designated Recyclables. It is understood that these markets may change through the length of the contract with the Town and as these changes occur, the CONTRACTOR shall provide the Town with any updated information regarding markets for the material.

A.2 Change in Processing Facility

If at any time during the contract there is a change in the processing and/or marketing facility used, the CONTRACTOR shall request the Town's approval for such a termination, amendment and/or replacement and shall provide the Town with the name, address and phone number of the new Processor's office, the name of the individual responsible for the processing operation, the site of storage and/or processing of the recyclable material.

A.3 Markets

CONTRACTOR shall be solely responsible for the marketing and sale, in a timely manner, of collected Designated Recyclables, and shall be solely responsible for the storage and disposition of the Designated Recyclables in the event it is unable to sell the Designated Recyclables in a timely manner. No Designated Recyclables may be disposed of in a landfill or in any other solid waste disposal facility.

A.4 Disposal Prohibition

CONTRACTOR certifies to the Town that all Designated Recyclables are sold to certified recyclable materials vendors, brokers, toll end users, or end user. CONTRACTOR is prohibited from disposing any Designated Recyclables processed under this Contract in a landfill, incinerator or in any other manner that prevents materials recovery, except as provided herein. Violation of this contract provision shall be considered cause for CONTRACTOR default.

SECTION V: ADDITIONAL REQUIREMENTS FOR COLLECTION SERVICES

A. EMPLOYEE APPEARANCE AND CONDUCT

A.1 Employee Uniforms

The CONTRACTOR must furnish each collector with an appropriate uniform identifying them as employees of the CONTRACTOR. The uniform need not be a complete set of clothing but must be sufficient to ensure easy identification. The Contractor's employees are required to wear the uniform at all times while on duty. All collection employees must wear proper safety equipment (e.g., reflective safety vests). Regardless of uniform, shirts must be worn at all times. The Town reserves the right to approve the uniform furnished by the CONTRACTOR.

A.2 Employee Conduct

All CONTRACTOR personnel must maintain a courteous and respectful attitude toward the public at all times. At no time must they solicit, request or receive gratuities of any kind. The CONTRACTOR must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of the CONTRACTOR who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by the CONTRACTOR.

B. COLLECTION SUPERVISION

B.1 Identification of Key Personnel

It shall be the Contractor's responsibility to provide the Town with at least one (1) week notice (when possible) in advance of any change of key personnel. In the event of a change, the replacement must have qualifications equal or better than the prior key personnel.

B.2 Collection Supervision

CONTRACTOR shall provide a Route Supervisor for every daily collection route(s). Route Supervisor(s) shall oversee effective completion of daily collection activities on each route. When a Route Supervisor is performing any other job than that of a Route Supervisor, the CONTRACTOR must supply a substitute Route Supervisor. If all routes are not completed, the Route Supervisor shall inform Town of the routes that are not completed and advise Town when the routes shall be completed. Each collection vehicle(s) shall be equipped with a communication device (e.g., two-way radio, mobile phone) to allow instant communications between the collection vehicle, the Contractor's office, and Route Supervisor vehicles.

C. REPORTS AND RECORD KEEPING

C.1 Customer Database

TOWN shall maintain at all times a computerized database containing a complete file of Service Recipients coded by collection day, collection week, whether or not the service is on the premises, and recycling container information such as numbers and sizes, and number of replacement recycling bins. The file shall include Service Recipient addresses. The data base shall at all times be accessible by the CONTRACTOR.

C.2 Receipts

The CONTRACTOR shall maintain receipts for all materials collected each day by the CONTRACTOR and delivered to the processing facility. False or altered receipts shall be cause for contract termination.

C.3 Monthly Project Status Reports

The CONTRACTOR shall submit monthly project reports for the length of the contract period commencing upon contract signing. These reports shall be due within ten working days from the end of the month. The CONTRACTOR shall not receive their monthly compensation until all items required in the report are submitted to the Town. At a minimum, the reports shall include:

1. Summaries of tonnages of all materials collected, by material category
2. Summaries of weight of materials collected and disposed of due to contamination;
3. Status of all complaints forwarded to the CONTRACTOR by official Town letter during the month including, but not limited to: replacement of containers; employee misconduct; and, CONTRACTOR responses to citizen's damage claims;

C.4 Annual Reports

The CONTRACTOR shall provide year-end annual reports for each year the project is in operation. These reports will be due within 30 days of the end of the physical year (June 30th).

At a minimum, the reports shall include:

A collated summary of the recycling tonnages collected as contained in the monthly reports, and for the year.

D. INSPECTIONS

The Town reserves the right to inspect the facilities, equipment, personnel and operations of the CONTRACTOR to assure itself of the appearance, sound business operations and compliance with contractual provisions of the contract. The Town reserves the right to review the records kept on the recyclable commodities collected under the terms of this contract. The Town agrees to notify the CONTRACTOR at least twenty-four (24) hours prior to such inspections.

E. MEETINGS AND COMMUNICATIONS

In order to minimize problems during contract implementation, and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and to adopt communications procedures as follows:

Telephone and Email Access. Both parties agree to have their telephone lines staffed every Monday through Friday (excluding Town holidays) between 8:00 a.m. and 5:00 p.m.

Electronic Transmission of Customer Information, Service Complaints, and Monthly Reports. Wherever possible, the electronic transmission of data will be utilized and both parties agree to cooperate in the exploration of electronic data transmission opportunities.

Meetings During the Implementation Phase. The period from the date of contract signing by the CONTRACTOR until the last area of the Town receives collection services (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreeable. The primary purposes of such meetings shall be to discuss the Contractor's Implementation Plan, to evaluate [e.g., container delivery progress] or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

Meetings after the Implementation Phase. After the Implementation Phase, meetings shall be held at least on a quarterly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each weekly or quarterly meeting. The Town shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative. A Lead Representative shall have the authority but not the obligation to enter into binding agreements, on behalf of the party represented, concerning the following types of service-related matters:

1. Container placement
2. Customer complaints about missed collections, scatters, or employee conduct
3. CONTRACTOR complaints about Utility enforcement of regulations
4. Responsibility for damage to or theft of containers
5. Container delivery problems
6. Promotion, public information and public relations

Meeting Location and Format. Meetings during the Implementation Phase will be held at the offices of the Town unless otherwise agreed. Meetings held after the Implementation Phase will be held at a location agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

SECTION VI: COMPENSATION

A. BASE RATE

A.1 Collection Services

For services performed during the first fiscal year of the Contract inclusive, the Base Rate shall be: Two dollars and Seventy-five cents (\$2.75).

The Base Rate shall be adjusted annually in accordance with Section VI.E.

A.2 Recycling Incentive:

At any such time CONTRACTOR may submit an incentive payment proposal; however, there is no obligation on behalf of the Town to accept any such incentive proposal.

[If incentive payment proposal is approved, incentive payment language can be inserted.]

B. INVOICING AND PAYMENT

B.1 Collection Services Invoice

CONTRACTOR shall invoice Town for collection services at the end of each month of service.

CONTRACTOR shall submit to Town an invoice within fifteen (15) working days of the last day of each month for payment of service performed under this Contract. The monthly invoice shall include the following:

1. The Base Rate per Service Recipients
2. The number of tons of Designated Recyclables collected during the month

All unpaid invoices shall carry an interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.

B.2 Town Review and Payment

Town shall review the monthly invoice(s) submitted by CONTRACTOR. Within fourteen business days of receipt of invoice(s), Town will notify CONTRACTOR of any discrepancies or deficiencies in said invoice. CONTRACTOR shall meet with Town within seven business days of Contractor's receipt of notice of discrepancy or deficiency to resolve any such dispute, to provide any statements or documentation requested by Town, and provide any statements or documentation to support Contractor's claims. If Town does not notify CONTRACTOR within fourteen business days of receipt of invoice(s), the invoice shall be considered an Approved Invoice. Town will pay approved Invoices on a net 20 day basis after Town's approval of Contractor's said invoice. In the event that Town notifies CONTRACTOR of any discrepancies or deficiencies in a monthly invoice, Town shall pay CONTRACTOR any undisputed amounts on a net 20 day basis after Town's said notice. Town shall pay disputed amounts on a net fourteen day basis after resolution of dispute with CONTRACTOR. If any amount listed on the invoice(s) remains in dispute after discussion of the invoice pursuant to this section, payment is subject to adjustments as set forth below.

C. ADJUSTMENTS TO PAYMENT

In the event that CONTRACTOR fails to provide services as required under this contract, CONTRACTOR shall reimburse Town for any costs incurred by Town to provide such services plus an administrative fees of 10% of costs incurred by Town. If Town makes any payments or incurs any cost for which Town is entitled to reimbursement from CONTRACTOR pursuant to this contract, Town may deduct such reimbursement from any payment due to the CONTRACTOR from Town. Town shall submit to CONTRACTOR written documentation in support of such deduction upon request of CONTRACTOR. In the event the Town does not deduct such reimbursement from Contractors payment but submits an invoice to Contractor for reimbursement, Contractor shall reimburse Town within 30 days of receipt of said invoice.

D. WITHHOLDING OF MONTHLY PAYMENT

In the event CONTRACTOR fails to perform in accordance with the terms of this contract, Town may, in addition to any other remedies provided by law or this contract, withhold the monthly payment(s) otherwise due from Town

to CONTRACTOR. Town may withhold such payments until such time as CONTRACTOR performs in accordance with this contract.

E. ANNUAL ADJUSTMENT

On July 1st of each year of the term of this contract, the Town shall adjust upward or downward the Base Rate(s) and costs for additional services. The annual adjustment shall be based on the prior annual January-to-December calendar year percent change in the Consumer Price Index of all urban consumers for the southern region as published by the United States Department of Labor, Bureau of Labor Statistics. New rates and prices shall be adjusted to the nearest cent. The same annual adjustment factor shall be applied to Liquidated Damages.

The annual CPI increase or decrease shall not exceed five percent.

SECTION VII: GENERAL TERMS AND CONDITIONS

A. CONTRACT TERM AND RENEWAL PROVISIONS

A.1 Term

The initial term of this contract shall be for a period of five (5) years, beginning October 1, 2012 subject to extension as provided below, or until otherwise terminated pursuant to Section VII-N. Contract obligations beyond one year are subject to annual appropriation.

A.2 Extension of Term

The Contract is eligible for three one year extensions upon agreement of the Town and Contractor after the initial Five year term of the contract has ended. The Contractor shall express interest in renewing the contract for extension by submitting a letter of intent within 120 days of the expiration date of the initial contract term. The extension of the term of this contract shall be considered an amendment to this contract and shall not become effective unless approved in A.3 below. If the term of this contract is extended, the compensation provisions of Section VI shall not be subject to negotiation. However, the compensation payable to CONTRACTOR shall be adjusted through the extended term as provided in Section VI-E, Annual Adjustment.

A.3 Amendment

This contract may be amended, modified or extended only by written agreement duly authorized by CONTRACTOR and Town and executed by their authorized representatives.

B. COMPLIANCE WITH LAWS AND REGULATIONS

B.1 Applicable Laws and Regulations

CONTRACTOR agrees that, in performance of work and services under this contract, CONTRACTOR will qualify under and comply with any and all federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this contract, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

B.2 Permits and Licenses

CONTRACTOR, at its sole cost and expense, shall obtain all federal, state and/or local permits or licenses as are required to carry out its obligations under this contract prior to the commencement date. During the term of this contract, including any extension thereto, the CONTRACTOR shall carry out its obligations under this contract in compliance with all applicable provisions of federal, state and local laws and regulations, and applicable judicial and administrative interpretations thereof. If the CONTRACTOR subcontracts with any other entity to carry out its obligations under this contract, it shall insure that such entity carries out such obligations in compliance with all applicable provisions of federal, state and local laws and regulations, and any applicable judicial and administrative interpretations thereof.

B.3 Laws to Govern

This contract is entered into and is to be performed in North Carolina. City and CONTRACTOR agree that the law of North Carolina shall govern the rights, obligations, duties and liabilities of the parties to this contract and shall govern the interpretation of this contract.

C. FAIR LABOR PRACTICES

C.1 Equal Employment Opportunity and Nondiscrimination

Town has a firm commitment to equal employment opportunity; CONTRACTOR shall not discriminate against applicants or employees on the grounds of race, sex, color, religious creed or national origin in any phase of the employment process or in any conditions of employment. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated there under. CONTRACTOR hereby agrees to indemnify the Town from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated there under. The Town of Boiling Springs encourages participation by minority businesses in the award of contracts. It is the policy of the Town to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. The CONTRACTOR shall provide a written statement about how the CONTRACTOR will perform minority business outreach.

C.2 Drug Free Workplace

CONTRACTOR will comply with the Town's Drug Free Workplace Policy.

D. SUBCONTRACTORS

CONTRACTOR is engaged as an independent CONTRACTOR and will be responsible for any federal, state and local taxes and fees applicable to payments hereunder. The CONTRACTOR shall not subcontract its work under the contract, in whole or in part, without first requesting and receiving the written approval of Town regarding each Subcontractor, including any change in Subcontractor. CONTRACTOR shall fully describe the Subcontractor's responsibilities and shall provide other information with respect to such subcontracts as City may require. Subcontracting approval shall not be unreasonably withheld by the Town. CONTRACTOR shall submit written request for approval no later than fifteen (15) days prior to the effective date of such subcontract and shall provide Town with the name, address and phone number of the Subcontractor's offices and the name of the individual responsible for the work being performed for CONTRACTOR. CONTRACTOR shall require any approved Subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the CONTRACTOR as specified in the contract. Notwithstanding Town approval of a Subcontractor, CONTRACTOR shall remain obligated for full performance hereunder, and Town shall incur no obligation other than its obligations to the CONTRACTOR hereunder. CONTRACTOR agrees that if Subcontractors are employed in the performance of this Contract, CONTRACTOR and its Subcontractors are subject to Worker's Compensation requirements. CONTRACTOR and its Subcontractors and employees are not employees of the Town and are not eligible for any benefits through the Town, including without limitation, Federal Social Security, health benefits, worker's compensation, unemployment compensation, and retirement benefits.

E. ASSIGNMENT OF CONTRACT

CONTRACTOR shall not assign the Contract nor any part thereof, sublet or delegate it nor any part thereof, or assign any monies due or to become due to CONTRACTOR there under or any other rights against Town without previous written consent of Town provided, that such approval shall not be unreasonably withheld, delayed or modified by Town. CONTRACTOR shall be solely responsible for provision of services under this Contract. CONTRACTOR shall be responsible for the acts and omissions of its Subcontractors, if any, and all persons directly or indirectly employed by CONTRACTOR or Subcontractors in connection with the work.

F. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless Town from and against any and all costs, loss, expense, liability damages, or claims for damage arising or resulting from any work by CONTRACTOR, including attorney's fees, expenses and costs of defending any action on account of any injury or damage to property or persons, or on account of any other action against Town for any liability arising out of any work negligently performed by or required of CONTRACTOR and on account of any injury (including death) to any persons or property arising from or resulting from the work provided for or negligently performed by CONTRACTOR.

G. INDEPENDENT CONTRACTOR

In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent CONTRACTOR and not an officer, agent, servant or employee of Town. CONTRACTOR shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, agents, employees, contractors or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to Town employees and CONTRACTOR expressly waives and claim it may have or acquire to such benefits.

H. SEVERABILITY

Should one or more of the provisions of this Contract be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Contract.

I. PERFORMANCE BOND

CONTRACTOR shall provide the Town with an annual performance bond provided by a surety licensed to do business in North Carolina in the amount of ~~\$50,000.00~~.

J. DAMAGES

J.1 Property Damage

CONTRACTOR and TOWN must agree damages to private property are the responsibility of CONTRACTOR. CONTRACTOR must replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town. Within thirty (30) working days of CONTRACTOR notification by a customer or Town, of a claim.

J.2 Liquidated Damages

The Town shall be entitled to assess liquidated damages against Contractor for failure to perform the following specified obligations under this Contract. Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by Town in the event Contractor defaults on any of the following specified obligations. The Town shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to Contractor as a credit or offset of such amount.

- a. Failure to immediately pickup Refuse spilled during collection when a determination is made that the Contractor is at fault \$10.00 per occurrence.
- b. Failure to promptly pickup Refuse spilled during haul in Town, or outside Town boundaries if Town receives a complaint of such a spill after investigation has determined Contractor liability \$10.00 per occurrence.
- c. When determined by CONTRACTOR and TOWN Willful mishandling of Recycling Containers: \$10.00 per occurrence.
- e. Following notice of complaint, failure to collect recyclables from a specific location on the same day as the regular collection route or the following day if so authorized by Contractor: \$10.00 per occurrence.
- g. When material is rejected, failure to notify Town of the rejection of unacceptable materials within 24 hours of collection that the rejection occurred \$10.00 per occurrence.
- h. After investigation by the CONTRACTOR and TOWN and has been determined the recyclables had not been set out behind the driver failure to collect recyclables from five percent or more locations on the same day as the regular collection route or by 12:00 p.m. of the following day: \$10.00 per occurrence.
- i. Continued violation of traffic laws, ordinances or regulations during the collection and haul, after written notice to correct from Town \$10.00 per occurrence.
- j. Failure by the Contractor to call in prior to the end of each work day to receive and reply to any complaints.
- k. Use of a collection vehicle for collection and/or haul of recyclable materials or waste other than under the provisions of the Contract.

K. CONTRACTOR DEFAULT

Town may declare Contractor to be in default of this Contract in the event that the Contractor:

1. Fails to adequately perform collection service required by the Contract and such failure is of at least three consecutive days, excluding agreed upon weather related occurrences, (none weather related) duration and occurs one or more times during a twelve month period;
2. Neglects, fails, or refuses to comply with a material term of this Contract;
3. Fails to perform collection services required by the Contract for at least three consecutive days and Town has reasonable grounds to believe that Contractor has abandoned work;
4. Fails to ensure that all recyclable materials collected under this Contract, and in any subsequent additions to the contract, are recycled unless deemed too contaminated for recycling;
5. Disposes of any Designated Recyclables at any other location than a Recyclables Processing Facility;
6. Receives more than five verified Service Recipient Complaints per 1,000 customers per month during any three consecutive months;
7. Performs more than 10 verified Missed Collections per month during any three consecutive months; or,
8. Incurs greater than \$1,000.00 in combined Property and Liquidated Damages per month during any three consecutive months.

The Town shall give written notice of such breach to the CONTRACTOR along with at least five (5) days (the "cure period") to correct such breach. Town may terminate this CONTRACT after such cure period if CONTRACTOR has not adequately corrected such breach in accordance with this CONTRACTOR and Town so notifies CONTRACTOR in writing of such termination action. Default of the contract shall be considered cause for termination of the contract, except for any failure or delay in performance under this Contract due to contingencies beyond CONTRACTOR's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle CONTRACTOR to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

L. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorize the assignment or other transfer of this Contract which may only be accomplished as expressly provided in this Contract.

M. BUY OUT CLAUSE

If in the event, the Contractor sells transfers or relinquishes, whether voluntarily or by operation of law, his ownership interest in the corporation, partnership or proprietorship identified under this agreement, this Contract shall terminate unless prior written consent has been granted by the Town. Such consent shall not be unreasonably withheld. Contractor shall promptly notify the Town of any actual or proposed change in, transfer of or acquisition by another party of control of said corporation, partnership, or proprietorship. For purposes of this Contract, the word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Any approval by the Town of transfer or ownership or control shall be contingent upon the perspective controlling party becoming a signatory to this Contract and otherwise complying with all the terms and conditions herein. No sale, transfer, or acquisition by another party of control of said corporation, partnership, or proprietorship shall be approved unless the perspective controlling party submits a letter of credit satisfactory to the Town and in the amount specified under this Contract.

N. TERMINATION

The Contractor's right to perform this contract may be terminated by the Town in the event the Town finds the Contractor to be in default for non-performance. Thereafter, the Town may have the service performed by others and the Contractor agrees to accept liability for all costs to the Town in excess of the contract price for the remaining portion of the contract. The Town shall give written notice of such breach to the CONTRACTOR along with at least

five (5) days (the "cure period") to correct such breach. Town may terminate this Contract after such cure period if CONTRACTOR has not adequately corrected such breach in accordance with this Contract and Town so notifies CONTRACTOR in writing of such termination action. Town may terminate this Contract immediately upon written notice to the contractor in the event CONTRACTOR fails to provide and maintain the performance bond as required by this contract, CONTRACTOR fails to obtain or maintain the insurance policies and endorsements as required by this contract, or CONTRACTOR fails to provide the proof of insurance as required by this Contract.

Further, this contract may be terminated by the CONTRACTOR in the event of a breach of this contract which is not remedied by Town within five (5) business days following delivery of a written notice of breach from the CONTRACTOR to the Town.

SECTION VIII: INSURANCE REQUIREMENTS

Contractor must provide the Town evidence (in the form of a certificate of insurance) to evidence the insurance policies as stated below at the expense of the contractor. The Town requires that contractors have a valid insurance policy in place throughout the duration of the contract. This certificate shall be in effect throughout the term of the first year of the contract and any subsequent renewals. If coverage term renewals fall within the five year contract period, it will be the Contractor's responsibility to ensure that his agency provides the Town with an updated certificate of insurance. Insurer shall also provide thirty (30) days' notice of cancellation of coverage. The Contractor agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers compensation, employers liability, environmental liability and umbrella coverage in the amounts shown on the **Town of Boiling Springs Minimum Insurance Coverage and Requirements Matrix in effect as of the date of this Agreement incorporated herein to this Agreement and available to the Contractor upon request.** The Contractor shall furnish the Town with certificates of insurance for each type of insurance described herein, with the Town named as an additional insured on all coverages, except worker's compensation. In the event of cancellation, the Contractor and insurance carrier shall give the Town at least thirty (30) days prior written notice. No work shall be performed by Contractor until Contractor has furnished to the Town the above referenced certificates of insurance, in a form suitable to the Town. In the event the Certificate of Liability Insurance includes a disclaimer, Contractor shall cause his Insurer to issue a Form CG20 10, or other Additional Insured Amendatory Endorsement showing Town of Boiling Springs as Additional Insured.

COVERAGE LIMITS

COMMERCIAL GENERAL LIABILITY

Aggregate \$2,000,000.00
Each occurrence \$1,000,000.00

PRODUCTS/COMPLETED OPERATIONS Included

PERSONAL/ADVERTISING INJURY \$ 50,000.00

FIRE DAMAGE \$ 10,000.00

MEDICAL \$ 5,000.00

COMMERCIAL AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000.00

WORKERS COMP Statutory

EMPLOYER'S LIABILITY \$1,000,000.00

UMBRELLA \$2,000,000.00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

TOWN OF BOILING SPRINGS.

BY: _____

Name: _____

Title: _____

Date: _____

REPUBLIC SERVICES OF NORTH CARLONIA, LLC
d/b/a GDS – CLEVELAND

BY: _____

Name: _____

Title: _____

Date: _____

CHAPTER 52: SOLID WASTE

General Provisions

52.001 GENERAL

(A) This chapter shall regulate all solid waste generated within the corporate limits of the town or transported through town on any street or public way. It shall further apply to all persons residing, parking, passing through or visiting within the corporate limits of the town.

(B) The Town may also regulate the collection of solid waste, particularly the precollection practices and prohibition of items, through administrative policy. Such policies shall be used to enhance not circumvent the regulations set forth in this chapter.

52.002 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BULK WASTE. Large items of solid waste such as household appliances, furniture, automobiles or parts thereof, large auto parts, trees, branches, stumps, and other oversize waste, the large size of which precludes or complicates its handling by normal solid waste collection, processing or disposal methods,

COLLECTION. The act of removing solid waste from a point of generation to a disposal site.

COMMERCIAL SOLID WASTE. Solid waste generated by stores, offices, restaurants, warehouses and other non-manufacturing commercial activities.

COMMERCIAL BUILDING AND DEMOLITION WASTE. That solid waste including building materials, packaging and rubble resulting from construction, remodeling, repair and demolition operations. These materials include but are not limited to excavated earth, tree stumps, rocks, gravel, bricks, plaster, concrete, lumber or any other similar material used in construction or the containers or packaging thereof.

GARBAGE. All putrescible solid waste, including animal offal and carcasses, and recognizable byproducts, but excluding sewage and human waste.

INDUSTRIAL SOLID WASTE. Solid waste generated by industrial processes and manufacturing.

PUTRESCIBLE. Solid waste capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisance from odors and gases, such as kitchen wastes, offal and carcasses.

RECYCLABLES: Refuse that consists of: aluminum, steel, and tin cans; empty aerosol cans; clear, green and brown glass containers; all plastic bottles (#1 through #7); newspaper and newspaper inserts; brown paper grocery bags; magazines; catalogs; telephone books; junk mail; manila folders and envelopes; office paper; paperback books; post-it-notes; shredded paper; soda or beer cartons; toilet and paper towel rolls; wrapping paper; construction paper; egg cartons; paper envelopes; box board; and corrugated cardboard; any other

REFUSE. All nonputrescible solid waste.

RESIDENTIAL SOLID WASTE. Solid waste generated by residents of a household other than those solid wastes defined in this section.

SCRAP TIRE. A tire which is no longer suitable for its original, intended purpose because of wear, damage or defect.

SOLID WASTE. Garbage, refuse, rubbish, trash, recyclables and other discarded solid material, including solid waste generated by residences, businesses, industrial, commercial, agricultural and institutional operations and also from community activities, but does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluent, dissolved materials in irrigation return flows or other common water pollutants.

TIRE. A continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle or farm machine.

YARD WASTE. Tree limbs, leaves, shrubbery trimmings and cuttings and all other trimmings from natural growth of trees, shrubbery, weeds, plants and grass.

52.003 IMPROPER DISPOSAL

(A) No person shall throw, dump, drop or deposit, or cause to be thrown, dumped, dropped or deposited, whether intentional or not, on any street, avenue, alley, highway, sidewalk, park or other public place or on land vacant or occupied in the town not owned by the person in question, any waste including but not limited to refuse, yard waste, dead animals, glass, or anything injurious to health.

(B) No person shall burn any solid waste defined herein for the purpose of disposal unless the following conditions are met:

1. Burning shall be by permit only
2. Permits shall be issued by the local Fire Chief or his designee
3. Burning shall take place between 6 am and 6 pm
4. All refuse burning shall take place within the property of origin unless permit specifically allows otherwise
5. No drainage ditches or right of way shall be blocked by the burning
6. Ashes and cinders shall be collected and removed
7. Permits may be cancelled at any time due to weather, safety hazard, or nuisance by the Fire Chief or Town Manager

(C) No person shall bury any solid waste for the purposes of disposal except in a properly zoned and permitted commercial landfill.

52.004 IMPORTATION OF WASTE

It shall be unlawful for any person, firm or other organization to deposit any solid waste or yard waste generated outside the corporate limits of the town on or in any location such as a street right of way where it would be collected by the town or its agents.

52.005 COLLECTION SCHEDULES

(A) Collection schedules for the various types of waste described in this Chapter shall be kept on file in the office of the Town Clerk. These schedules will be adopted by the Town Board upon recommendation from the Town Manager and based on the current needs of the town. Any permanent alteration to a schedule will be accompanied by a notice being sent to the owners of all affected properties. There shall be no expectation that the collection of the various types of waste collected by the town be collected from any given property on the same day or at the same time on a given day.

(B) Temporary alterations to the schedule may be made by the Town Manager because of holidays, weather, staff shortages, equipment failure, or any exigent circumstance. In such circumstances, any provisions of this Chapter regulating the times during which collection containers may be placed for collection shall be considered suspended.

52.006 SOLID WASTE FEES

The Board upon recommendation from the Town Manager shall adopt regular fees for the collection of solid waste by the town or its agents. Generally, this chapter shall be understood to proscribe fees for the following services: curbside residential garbage collection, curbside residential recycling collection, residential yard waste collection, bulk item collection, and commercial and industrial garbage collection. In the spirit of promoting general health and safety, the service of collecting solid waste shall not be interrupted due to non-payment of fees. Monthly payments made to the town for services and fees will first be applied to solid waste fees and then to water and sewer fees. Unpaid fees may constitute a lien on the property.

52.007 TRANSPORT BY PRIVATE CITIZENS

(A) No person shall collect, handle, or transport over or along any streets or public ways in the town any solid waste that the town provides for the collection of without first having obtained a franchise therefore from the town.

(B) No person shall transport over or along any streets or public ways in the town any solid waste without providing the proper netting or secure means to prevent such waste from being spread onto the street or adjacent property.

52.008 PROHIBITED MATERIALS

The proceeding sections of this chapter may outline items prohibited with regards to the collection of a specific type of solid waste. The following items will be prohibited with regards to any type of collection by the town or its agents and may not be placed for collection.

- (A) Highly combustible, flammable, poisonous, radioactive or explosive material
- (B) Used cars, buses, motorcycles, or any self propelled vehicle
- (C) Tires or scrap tires
- (D) Batteries of any type or kind
- (E) Machinery or scrap metal of any kind
- (F) Waste resulting from construction, demolition, land clearing, or renovations and improvements.
- (G) Any item that the town does not have the equipment with which to properly dispose of or does not have access to proper disposal methods.
- (H) Any item that the County landfill will reject or impose a fine upon the town for the disposal thereof.
- (I) Any item, the collection or transport of which, is deemed hazardous either to personnel or equipment by the Director of Public Works.

52.009 OWNERSHIP OF MATERIALS

(A) Upon placement of any solid waste at curbside for collection by the town or its agents in accordance with this Chapter such materials shall become the property of the town regardless of whether the actual

collection of the items would be prohibited by this Chapter. Ownership of items and materials deemed uncollectable by this Chapter shall revert back to the owner of the property said items were generated on.
(B) It shall be a violation of this chapter for any person other than expressly authorized agents of the town acting in the course of their employment to collect or pick up any materials placed for collection.

52.010 SERVICE TO UNINCORPORATED AREAS

(A) With the approval of the Town Manger, the town may provide collection service to a property outside of the corporate limits of the town provided that all of the following conditions are met:

1. The property is charged the adopted fee for out of town customers.
2. Collection from the property does not present a unique challenge or safety hazard to the town or its agents.
2. The property lies along an existing collection route and is approximately adjacent to a property within the corporate limits. A collection route may be considered to only consist of one side of a particular street or public way or one area of a particular street.

52.020 ADOPTION OF COUNTY CODE

The full text of Articles I, II, and III of Chapter XI: Waste Management of the Cleveland County Code or Ordinances is hereby adopted and incorporated into this code of ordinances as if fully set out therein.

Enforcement

55.050 CODE ENFORCEMENT OFFICER

For the purpose of this Chapter the Town Manager or his designee shall serve as the Code Enforcement Officer of this Chapter.

55.051 RIGHT TO INSPECT

The Code Enforcement Officer may enter onto private property for the purposes of inspecting for compliance with the provisions of this Chapter.

55.052 PENALTIES

Violations of this Chapter may result in civil penalties in the amount of \$50 per occurrence.

Curbside Residential Garbage Collection

52.100 GENERAL

This subchapter shall apply to all solid waste generated by residential units within the corporate limits of the town. This subchapter shall not apply to multi-family units or developments that are determined to require dumpster service.

52.101 PRECOLLECTION PRACTICES

(A) All garbage and refuse as defined in 52.002 shall have the liquid drained therefrom before it is placed in a container for collection. Putrescible waste must be bagged prior to placement in garbage containers.

(B) All garbage or refuse shall be secured in a container that is provided by the town or expressly approved by the Director of Public Works.

(C) Containers shall be placed adjacent to the street or sidewalk for collection. Containers must be unobstructed with 3 foot clearance in all directions. Containers shall be set out for collection no sooner than 8 hours prior to the day of collection and shall be removed from their position adjacent to the street or sidewalk after the contents has been emptied on that same day.

(D) Any garbage or refuse that is in addition to the garbage or refuse contained within the approved container shall be neatly placed adjacent to the container for collection. The Town may collect items placed outside of the container at its discretion.

52.102 PROHIBITED ITEMS

The following items are expressly prohibited from collection:

(A) Any items that would be defined as recyclable by this chapter.

(B) Items generated by commercial activities

Also see 55.008 for generally prohibited items and 55.105 for the collection of dead animals.

52.104 COLLECTION REQUIRED

(A) All garbage and refuse shall be collected and placed in containers as required by this chapter and it shall be unlawful for any person to permit garbage or refuse to accumulate or remain on any premises longer than is reasonably necessary to remove and deposit same in the approved containers as required by this chapter. This section shall be interpreted as more stringent than the restriction defined in Chapter 94 of this Code.

(B) All residential units located within the corporate limits of the town shall be subject to the applicable fee set by the Town Board regardless of utilization of the service. Collection by the town or its agents is required for all residential units within the corporate limits of the town.

(C) Recycling collection shall be considered a necessary component of garbage collection.

52.105 REMOVAL OF DEAD ANIMALS

Dead animals will be removed from any premises by the town upon proper notice to the town. The Town Board may set a fee for the removal of dead animals from private property to recover costs incurred to properly dispose of the animal. The town will remove dead animals from streets or roads with no charge

to the person notifying the town of said animal. The Town will only pick up those dead animals which can easily be handled by sanitation crews and equipment.

Curbside Residential Recycling Program

52.200 GENERAL

This Subchapter shall establish the voluntary sorting and collection of residentially generated recyclable solid waste. The establishment of voluntary recycling shall not be construed as negating 52.102 which expressly forbids the town or its agents from collecting recyclable material as garbage.

52.201 PRECOLLECTION PRACTICES

(A) All recycling as defined in 52.002 shall have the liquid drained therefrom before it is placed in a container for collection. Further, all recycling shall be secured in a container that is provided by the town or expressly approved by the Director of Public Works.

(B) Containers shall be placed adjacent to the street or sidewalk for collection. Containers must be unobstructed with 3 foot clearance in all directions. Containers shall be set out for collection no sooner than 6 hours prior to the day of collection and shall be removed from their position adjacent to the street or sidewalk after the contents has been emptied on that same day.

(C) Any item that is in addition to the recycling contained within the approved container shall be neatly placed adjacent to the container for collection. These items may be collected at the discretion of the town or its agents and an additional fee may be set by the Board for said items.

52.202 PROHIBITED ITEMS

Only items defined as recyclable in 52.002 or by subsequent administrative policy are eligible for collection under this section.

52.203 COLLECTION REQUIRED

All residential units located within the corporate limits of the town shall be subject to the applicable fee set by the Town Board regardless of utilization of the service. Recycling service will be regarded as a necessary component of garbage collection services provided by the town.

Yard Waste Program

52.300 GENERAL

This subchapter shall establish a Yard Waste Program and apply to all yard waste defined in 52.002 generated by residential units within the corporate limits of the town. The collection of yard waste may further be regulated by an administrative policy. Yard waste collection will generally occur on a weekly basis although no specific day of collection shall be defined.

52.301 PRECOLLECTION PRACTICES

(A) All yard waste will be placed at the curb or edge of pavement for collection. Yard waste should be placed out for collection in a manner that minimizes impact on pedestrian and vehicle traffic, and does not block vehicular site visibility or affect the drainage of storm water.

52.302 PROHIBITED ITEMS

In addition, the following items are expressly prohibited from collection:

- (A) Any items that not defined as yard waste by this chapter
- (B) Yard waste generated off premises
- (C) Yard waste generated as the result of commercial activity (landscape services, tree removers, etc.)
- (D) Bagged items including leaves and grass clippings
- (E) Yard waste mixed any other items especially items which could damage collection equipment
- (F) Limbs exceeding 4 inches in diameter or 10 feet in length
- (G) Tree stumps

Special or Bulk Collection

52.400 GENERAL

This subchapter shall apply to bulk items as defined in 52.002 generated by occupied residential units within the corporate limits of the town. Bulk items generated by business or institutional activities including multi-family rental properties are not eligible for collection under this section. The collection of special or bulk items may further be regulated by an administrative policy.

52.401 PRECOLLECTION PRACTICES

- (A) Any resident desiring special bulk collection of loose matter not enclosed in containers or tied in bundles may request a special collection.
- (B) Materials to be collected must be placed in orderly piles and so located that such waste can be easily loaded onto trucks located on the street for disposal.

52.403 PROHIBITED ITEMS

The following items shall be prohibited:

- (A) Waste generated or found on a vacant lot
- (B) Appliances that contain hazardous fluids

Industrial and Commercial Collection

52.500 GENERAL

This subchapter shall apply to all solid waste generated by commercial, industrial, and institutional units within the corporate limits of the town. Collection from multi-family residential units or developments may be regulated under this subchapter if the Director of Public Works deems the development or unit will generate an amount of waste which could overwhelm curbside containers or curbside collection would be hazardous to town staff or equipment or residents.

52.501 PRECOLLECTION PRACTICES

- (A) No person shall place or cause to be placed any loose refuse or garbage on the ground or allow it to accumulate beside buildings. All properties regulated by this subchapter shall use containers manufactured for the purpose of containing commercial or industrial waste or a container approved by the Director of Public Works.

(B) All containers shall be placed so as to not create a hazard to public health or safety. Containers must be placed on a surface deemed capable of supporting the containers weight and the weight of collection equipment. Containers shall not obstruct the flow of pedestrians and vehicles about the property particularly the movement of emergency vehicles.

(C) Containers must be maintained in manner that does not create a hazard to public health or safety. Container shall not be allowed to leak waste and must be covered to restrict items from being scattered by weather, animals, or other means.

52.502 FENCING REQUIRED

The Town Manager may require that waste containers be enclosed by fencing to prevent the scatter of materials potentially harmful to the public health, to prevent the spread of noxious odors or vapors, or to prevent access to the container to protect public health or safety. The required fencing shall:

- (A) Exceed the height of the waste container by at least two feet.
- (B) Provide an easily manipulated gate for ease of access.
- (C) Consist of an 80 percent opaque material

52.503 PROHIBITED MATERIALS

See 55.008 for generally prohibited items.

52.504 PRIVATE COLLECTION

Any property regulated by this subchapter may choose to contract with any private solid waste collection contractor provided that the contractor has a franchise agreement to collect solid waste within the corporate limits of the town. The property owner may be required to periodically provide proof of such a contract and contractors may be required to periodically provide a listing of properties serviced within the corporate limits of the town. The use of a private contractor does not exclude the property from complying with any part of this chapter.

52.505 RESTRICTIONS ON INDUSTRIAL WASTE

Reserved

52.506 COLLECTION REQUIRED

All properties regulated by this subchapter shall be subject to the solid waste fees set by the Town Board. Collection of solid waste by the town or its agents is required unless a private contractor is used. When a private contractor is used the town's collection fee may be waived if the Director of Public Works determines the following conditions are met:

- (A) Proof of a contract with a private collection company is filed with the town.
- (B) The contract will provide the property with collection service that will effectively and safely removes solid wastes from the property. A contract will not be used to save money by under servicing a property.

No Changes Proposed to Health and Sanitation or Solid Waste Offenses Sections

Only renumbering of sections and replacement of the term town administrator with town manager

CHAPTER 52: SOLID WASTE

Section

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- 52.02 Definitions
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- 52.21 Solid waste from outside sources prohibited
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- 52.23 Accumulation of solid waste
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- 52.99 Penalty

52.01 APPLICABILITY.

This chapter shall apply to all solid waste generated within the corporate limits of the town. It shall further apply to all persons residing, parking, passing through or visiting within the corporate limits of the town.
(Ord., passed 9-3-91)

52.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BULK WASTE. Large items of solid waste such as household appliances, furniture, automobiles or parts thereof, large auto parts, trees, branches, stumps, and other oversize waste, the large size of which precludes or complicates its handling by normal solid waste collection, processing or disposal methods,

COLLECTION. The act of removing solid waste from a point of generation to a disposal site.

COMMERCIAL SOLID WASTE. Solid waste generated by stores, offices, restaurants, warehouses and other non-manufacturing commercial activities.

COMMERCIAL BUILDING AND DEMOLITION WASTE. That solid waste including building materials, packaging and rubble resulting from construction, remodeling, repair and demolition operations. These materials include but are not limited to excavated earth, tree stumps, rocks, gravel, bricks, plaster, concrete, lumber or any other similar material used in construction or the containers or packaging thereof.

GARBAGE. All putrescible solid waste, including animal offal and carcasses, and recognizable byproducts, but excluding sewage and human waste.

INDUSTRIAL SOLID WASTE. Solid waste generated by industrial processes and manufacturing.

PUTRESCIBLE. Solid waste capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisance from odors and gases, such as kitchen wastes, offal and carcasses.

REFUSE. All nonputrescible solid waste.

RESIDENTIAL SOLID WASTE. Solid waste generated by residents of a household other than those solid wastes defined in this section.

SCRAP TIRE. A tire which is no longer suitable for its original, intended purpose because of wear, damage or defect.

SOLID WASTE. Garbage, refuse, rubbish, trash and other discarded solid material, including solid waste generated by residences, businesses, industrial, commercial, agricultural and institutional operations and also from community activities, but does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluent, dissolved materials in irrigation return flows or other common water pollutants.

TIRE. A continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle or farm machine.

YARD WASTE. Tree limbs, leaves, shrubbery trimmings and cuttings and all other trimmings from natural growth of trees, shrubbery, weeds, plants and grass.
(Ord., passed 9-3-91)

52.03 COUNTY CODE ADOPTED.

The full text of Articles I, II and III of Chapter XI: Waste Management of the Cleveland County Code of Ordinances is hereby adopted and incorporated into this code of ordinances as if fully set out herein.
(Ord. 001003.1, passed 10-3-00)

REFUSE COLLECTION

52.20 BURNING OR BURYING.

It shall be unlawful to burn or set fire to or bury any garbage as defined herein for the purpose of disposal. Further it shall be unlawful to burn any refuse as defined in 52.02 for the purpose of disposal unless the following conditions are met:

- (A) All burning shall be by permit only.

(B) Burning permits shall be issued by the Town Volunteer Fire Department and shall only be good for two days beyond the date of issuance.

(C) Burning permits may be denied or cancelled by the Fire Chief due to changing weather conditions, undue safety hazards or health nuisances caused as a result of fire.

(D) Burning shall be accomplished between the hours of 6 a.m. and 6 p.m.

(E) All refuse burning shall be within the property of origin, except where otherwise permitted by the Fire Chief in consultation with the Town Administrator. Refuse burning may not be accomplished within the street right-of-way.

(F) No drainage ditches or natural drainways shall be blocked by the burning of refuse.

(G) Ashes and cinders shall be placed in a separate container provided for that purpose and no ashes shall be deposited in any container until they are cold prior to collection.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.21 SOLID WASTE FROM OUTSIDE SOURCES PROHIBITED.

It shall be unlawful for any person, firm or other organization to deposit any solid waste generated outside the corporate limits of the town on or in any location such as a street right-of-way where it would be collected by the town sanitation service.

(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.22 PRECOLLECTION PRACTICES.

(A) All garbage and refuse as defined in ' 52.02 shall have the liquid drained therefrom before it is placed in a container for collection. Further, all garbage or refuse shall be secured in an approved container. Each occupant or other person responsible for every building or premises where garbage and refuse does or may exist shall provide containers made of substantial galvanized iron, plastic, rubber or other non-rusting material in which shall be deposited all garbage and refuse existing at such building or premises. Each container shall be provided with handles or grips and shall include a tight-fitting cover made of the same material as the container. All containers shall be watertight and shall be of a size that can be conveniently handled by collectors. No container shall exceed 32 gallons in capacity and shall not measure over 22 inches in diameter nor more than 30 inches in height. All containers shall be kept in a reasonably clean manner.

(B) Containers shall be placed adjacent to the street or sidewalk on the scheduled days of collection. Containers shall be removed from their positions adjacent to the street or sidewalk after the contents have been emptied on that same day.

(C) It shall be unlawful for any person to damage, displace or otherwise interfere with garbage containers or their contents except the owner or upon permission or at the request of the owner.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.23 ACCUMULATION OF SOLID WASTE.

All garbage and refuse shall be collected and placed in containers as required by this chapter and it shall be unlawful for any person to permit garbage or refuse to accumulate or remain on any premises longer than is reasonably necessary to remove and deposit same in approved containers as required by this chapter.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.24 COLLECTION SCHEDULE.

A collection schedule shall be kept on file in the office of the Town Clerk. This schedule will be set by the Town Board upon a recommendation from the Town Administrator and based on the current needs of the town. Any alteration in the collection schedule will be accompanied by a publication of the new schedule in a newspaper having general circulation in the town at least ten days prior to taking effect.
(Ord., passed 9-3-91)

' 52.25 REMOVAL OF DEAD ANIMALS.

Dead animals will be removed from any premises by the town upon proper notice to the town. Residents making a request for dead animal pickup on their premises or property shall be required to pay the cost of disposal at the County Sanitary Landfill. The town will remove dead animals from streets or roads with no charge to the person notifying the town. Dead animals shall not be placed in the same container or be mixed with garbage or refuse. The town will only pick up those dead animals which can easily be handled by sanitation crews and equipment.
(Ord., passed 9-3-91)

' 52.26 TRANSPORTATION OF SOLID WASTE BY PRIVATE CITIZENS.

(A) No person shall collect, handle or transport over or along any of the streets, alleys or other public ways in the town any solid waste without first having obtained a franchise therefor from the town.

(B) No person shall transport over or along any of the streets, alleys or other public ways in the town any solid waste without providing the proper netting or secure means to prevent such waste from being spread onto the street or adjacent property.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.27 SPECIAL OR BULK COLLECTIONS REGULATED.

(A) Any property owner or resident desiring special bulk collection of loose matter not in closed containers or tied in bundles may request a special collection.

(B) No bulk or special collection shall be made from vacant lots. No waste building materials or lot clearings shall be collected from houses or other structures under construction or recently completed.

(C) All refuse, lumber, debris or other bulk waste, remaining both as a result of the repair of any existing buildings or of the erection and completion of any new buildings, shall not be collected by the town and shall be removed by the property owner within 30 days after completion of the work.

(D) Material to be collected as a special collection shall be placed in orderly piles and so located that such refuse can easily be loaded on trucks for disposal.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.28 YARD WASTE COLLECTION.

(A) The town shall provide collection service for yard waste as defined in ' 52.07. Yard waste which exceeds a manageable size and cannot be readily handled by collection personnel and equipment shall be considered bulk waste and shall not be collected by the town.

(B) Yard waste shall be placed adjacent to a public street for collection. It shall be piled in an orderly manner or tied in bundles so that proper collection can be accomplished by collection personnel.
(Ord., passed 9-3-91) Penalty, see ' 52.99

RESIDENTIAL COLLECTION**' 52.40 APPLICABILITY.**

This subchapter shall apply to all solid waste generated by residential units within the corporate limits.
(Ord., passed 9-3-91)

' 52.41 MATERIALS THE TOWN WILL NOT COLLECT.

The town will not collect or dispose of the following items.

- (A) Used passenger cars, buses, trucks or any vehicle designed to be self-propelled or pulled.
 - (B) Tires or scrap tires.
 - (C) Any highly flammable, combustible, poisonous, radioactive or explosive material which could present a hazard to the health or safety of the public, collection personnel and equipment.
 - (D) Refuse resulting from home building, demolition, land clearing or building improvements.
 - (E) Cardboard boxes and shipping cartons will not be collected unless they are broken down, flattened and bundled to prevent scattering.
 - (F) Batteries of any type.
- (Ord., passed 9-3-91)

' 52.42 COLLECTION REQUIRED; SOLID WASTE FEES.

All residential units located within the corporate limits of the town shall be subject to the applicable solid waste fee as set from time to time by the Town Board of Commissioners. Collection by town sanitation crews is required for all residential units within the corporate limits. However, private contractors may collect solid waste from residential units within the corporate limits provided they have

received the proper franchise from the town. In order for the town's solid waste fee to be waived; residents must provide proof of contract between themselves and a private hauler. Approved solid waste haulers will be required periodically to provide the town with a current listing of all customers within the corporate limits. Institutional residential units shall be exempt from this section.

(Ord., passed 9-3-91)

COMMERCIAL AND INDUSTRIAL COLLECTION

' 52.55 APPLICABILITY.

This subchapter shall apply to all solid waste generated by commercial and industrial units within the corporate limits.

(Ord., passed 9-3-91)

' 52.56 COLLECTION PRACTICES.

No person shall place or cause to be placed any loose refuse or garbage on the ground or allow it to accumulate beside buildings. All commercial or industrial establishments shall use either bulk containers or other approved containers for storage and disposal.

(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.57 COLLECTION SCHEDULE.

Commercial and industrial collection will be in accordance with a schedule approved by the Town Board of Commissioners and filed in the office of the Town Clerk. All commercial or industrial customers will be required to file a collection request application indicating the number of collections which will be necessary during a given period. Any alteration in the collection schedule will be accompanied by publication of the new schedule in a newspaper having general circulation in the town at least ten days prior to taking effect.

(Ord., passed 9-3-91)

' 52.58 MATERIALS THE TOWN WILL NOT COLLECT.

(A) The town will not collect or dispose of the following items:

- (1) Used passenger cars, buses, trucks or any vehicle designated to self-propelled or pulled.
- (2) Tires or scrap tires.
- (3) Any highly flammable, combustible, poisonous, radioactive or explosive material which could present a hazard to the health or safety of the public, collection personnel and equipment.
- (4) Refuse resulting from construction, demolition, landscape or building improvements.

(5) Machinery or scrap metal of any kind.

(B) Cardboard shipping cartons and boxes shall not be collected unless they are broken down, flattened and bundled to prevent scattering.

(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.59 PRIVATE COLLECTION.

Any commercial or industrial establishment may choose to contract with any private solid waste collection contractor provided that the establishment and collection contractor comply with all other sections of this chapter. Private solid waste collection services are required to obtain a franchise agreement from the town prior to collection of any commercial, industrial, institutional or other solid waste within the corporate limits of the town. Commercial and industrial establishments may be required to provide proof periodically of such a contract. Solid waste haulers will periodically be required to provide the town with a current listing of all commercial and industrial customers within the corporate limits. (Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.60 INDUSTRIAL SOLID WASTE.

Industrial solid waste shall be collected provided that the establishment is in compliance with all other sections of this chapter.

(Ord., passed 9-3-91)

' 52.61 COLLECTION REQUIRED; SOLID WASTE FEES.

All businesses located within the corporate limits of the town shall be subject to the applicable solid waste fee as set from time to time by the Town Board of Commissioners. Collection by town sanitation crews is required for all businesses within the corporate limits unless the business has contracted with an approved private solid waste hauler. In order for the town's solid waste fee to be waived a business may be required to provide proof of such a contract with a private hauler.

(Ord., passed 9-3-91) Penalty, see ' 52.99

HEALTH AND SANITATION

' 52.70 PRESUMPTIONS.

(A) When litter is swept, thrown or deposited into, upon or along any public or private property in violation of this subchapter, the owner, occupant, tenant, lessee, proprietor or other person in charge thereof, after reasonable written notification, shall be presumed to have committed or consented to the commission of such an offense.

(B) When litter is blown, scattered, spilled, thrown or deposited from a vehicle, the operator thereof shall be presumed to have committed such offense.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.71 DEPOSIT OF LITTER PROHIBITED.

It shall be unlawful for any person to sweep, throw, deposit, or to permit, allow, maintain or contribute to the sweeping, throwing or depositing of any litter into, upon or along a drain, gutter, street, sidewalk, alley, vacant or occupied lot, walk, parking lot, embankment, or upon public or private premises within the town. However, nothing in this section shall prevent the placing of litter in a designated location for removal by a specific solid waste service collector.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.72 DUTY OF PERSONS WITH RESPECT TO LITTER.

The owners, occupants and lessees of all property, jointly and severally, are required to remove all litter and place the same in proper containers. Vacant parcel lots, borders, parking lots, embankments, fences and walls shall be kept free of litter. Persons responsible for parking lots, shopping centers, convenience stores, drive-in restaurants and all other commercial and industrial establishments shall keep their respective properties free of litter.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.73 LITTER CONTAINERS.

Every owner, occupant, tenant and lessee using or occupying any commercial, institutional, or industrial building or property shall be obligated, jointly and severally, to provide adequate containers to hold the litter generated by operations on the premises. Specifically, the requirement for such containers shall apply to shopping centers, supermarkets, convenience stores, fast-food restaurants, service stations and similar establishments, and shall likewise apply to commercial establishments, garages, schools, colleges and churches.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.74 DUTY TO ENSURE CLEANLINESS OF AREAS SURROUNDING BUSINESSES.

The proprietor and/or person in charge of every business and commercial establishment, in town, jointly and severally, are hereby required to keep the driveways, yards, parking lots and areas adjacent thereto and under their control clean at all times and to place litter and sweepings in a container to prevent rescattering.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.75 PARKING LOT OWNERS TO PROVIDE CONTAINERS.

Every owner and every operator of a private or commercial parking lot shall provide adequate containers to hold the litter generated by the operations of such a parking lot.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.76 LITTER STORAGE AREA TO BE KEPT CLEAN.

Every owner, occupant and lessee of a residence or building shall be jointly and severally required to maintain litter storage areas in a clean condition and to ensure that all litter is properly containerized.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.77 CONSTRUCTION SITE TO BE MAINTAINED.

Property owners and prime contractors in charge of a construction site are jointly and severally required to take appropriate measures to ensure the control of litter generated by construction and related activities.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.78 TRANSPORTING OF LITTER REGULATED.

(A) It shall be unlawful for any person to transport any litter or other cargo upon the public thoroughfares in the town if the same is of a character or substance which is likely to be deposited from the vehicle onto the public right-of-way, unless the same is secured by containers, tarpaulin, net or other device in such fashion as to effectively prevent such deposit on the public right-of-way.

(B) The duties and responsibilities herein imposed shall be applicable alike to the owner of a vehicle, the operator thereof, and the person from whose residence or business establishment the litter or other cargo originated.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.79 NOTICE TO ABATE.

Whenever litter is found to exist within the town, the police department shall give written notice to the owner or occupant of the property upon which such litter exists or to the person causing, permitting, maintaining or continuing the litter.
(Ord., passed 9-3-91)

' 52.80 CONTENTS OF NOTICE TO ABATE.

The notice to abate the litter issued under the provisions of this subchapter shall contain the following:

- (A) The location of the litter;
- (B) A description of what constitutes the litter;
- (C) A statement of facts necessary to abate the litter;
- (D) An order to abate the litter;
- (E) A statement that such person may request a hearing, within ten working days;

(F) A statement that if the litter is not abated as directed and no request for a hearing is made within the prescribed time, the town may abate such litter and shall assess the cost thereof against such person.
(Ord., passed 9-3-91)

' 52.81 ABATEMENT BY THE TOWN.

Upon the failure of the person whom notice to abate the litter was served pursuant to the provisions of this subchapter, the town shall proceed to abate such litter and shall prepare a statement of costs incurred in the abatement thereof to be delivered to the property owner or other person responsible.
(Ord., passed 9-3-91)

' 52.82 TOWN'S COST DECLARED LIEN.

Any and all costs incurred by the town in the abatement of litter under the provisions of this subchapter shall constitute a lien against the property where such litter existed, which lien shall be filed with the tax collector and collected in the same manner as provided for the collection of ad valorem taxes. Such lien shall be notice to all persons from the time of its filing with the tax collector and shall bear interest at the legal rate thereafter until satisfied.
(Ord., passed 9-3-91)

SOLID WASTE OFFENSES

' 52.90 COMMERCIAL AND NONCOMMERCIAL HANDBILLS.

No person shall throw or deposit any commercial or noncommercial handbills on vehicles, vacant or inhabited premises. Handbills may be distributed on premises that are inhabited, provided that there is no objection by the owner or occupant of the premises and the handbills are placed or deposited in a manner so as to prevent the handbills from blowing or drifting onto public or private property. Mailboxes may not be used for distribution of handbills except in accordance with federal postal laws and regulations.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.91 ABANDONMENT OF REFRIGERATORS AND THE LIKE IN PLACES ACCESSIBLE TO CHILDREN.

It shall be unlawful for any person to leave or permit to remain outside any residence, building or other structure or within any unoccupied or abandoned building, residence or other structure under his or her control in a place accessible to children any abandoned, unattended, or discarded icebox, refrigerator or other container which has an airtight door or lid, snaplock or other locking device which may not be released from the inside, without first removing such door or lid, snaplock or other locking device from such icebox, refrigerator or container.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.92 NOTICE POSTING PROHIBITED.

No person shall post or fix any notice, poster or other paper or device intended to attract the attention of the public to any lamppost, public utility pole or tree on the public right-of-way of the town or upon any public structure or building except as may be authorized or required by law.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.93 FILLING LAND AND DUMPS WITH OFFENSIVE MATERIAL; BURYING MATERIALS.

It shall be unlawful for any person to fill any land or dump upon any vacant or occupied lot within the corporate limits, with any garbage, refuse, dead animals, decayed vegetable or animal matter, or any other offensive material, nor shall any such material be buried within the town but shall be disposed of as directed by a representative of the town and in accordance with state and federal regulations and law.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.94 CLEARING OF DEBRIS AFTER VEHICLE ACCIDENTS.

It shall be the responsibility of the towing company to clean up the highway or street after an accident involving a wrecked vehicle.
(Ord., passed 9-3-91) Penalty, see ' 52.99

' 52.99 PENALTY.

Any person, firm, and the like found to be in violation of any section of this chapter shall be subject a fine of \$50 upon a finding by the Town Administrator in consultation with the Town Board of Commissioners.
(Ord., passed 9-3-91)

**AN ORDINANCE AMENDING CHAPTER 52 OF THE TOWN
OF BOILING SPRINGS' CODE OF ORDINANCES
ORDINANCE NO. 100105.05**

BE IT ORDAINED by the Board of Commissioners of the Town of Boiling Springs, North Carolina assembled in Regular Session this 5th day of January, 2010,

Part 1. That Chapter 52.42 "Collection Required; Solid Waste Fees", is hereby amended to read as follows:

52.42 COLLECTION REQUIRED; SOLID WASTE FEES.

~~All residential units located within the corporate limits of the town shall be subject to the applicable solid waste fee as set from time to time by the Town Board of Commissioners. Collection by town sanitation crews is required for all residential units within the corporate limits. However, private contractors may collect solid waste from residential units within the corporate limits provided they have received the proper franchise from the town. In order for the town's solid waste fee to be waived, residents must provide proof of contract between themselves and a private hauler. Approved solid waste haulers will be required periodically to provide the town with a current listing of all customers within the corporate limits. Institutional residential units shall be exempt from this section.~~

- (A) All residences of the Town shall be provided solid waste collection services as set forth in this chapter and shall be subject to solid waste collection fees as adopted by Board of Commissioners, regardless of whether such services are accepted by the owner or occupant of said residence. A fee for the pick up and disposal of solid waste shall be charged to each party within the Town that receives solid waste collection services and maintains a utilities service account.
- (B) Residential curbside collections services will be provided once a week, on a day designated by the Public Works Director or his designee. The day of collection may change due to holidays or other special circumstances.
- (C) The Town shall provide one rollout cart per residence of a size and type to be determined by the Board. If an additional cart is requested it shall incur an additional fee.
- (D) Institutional residential units shall be exempt from this section.

Part 2. This Ordinance shall become effective upon its adoption by the Board of Commissioners of the Town of Boiling Springs, North Carolina.

ADOPTED this the 5th day of January, 2010.

ATTEST:

Kim Greene, Town Clerk

Max J. Hamrick, Mayor

Meeting Date: September 4, 2012

Subject: Closed Session

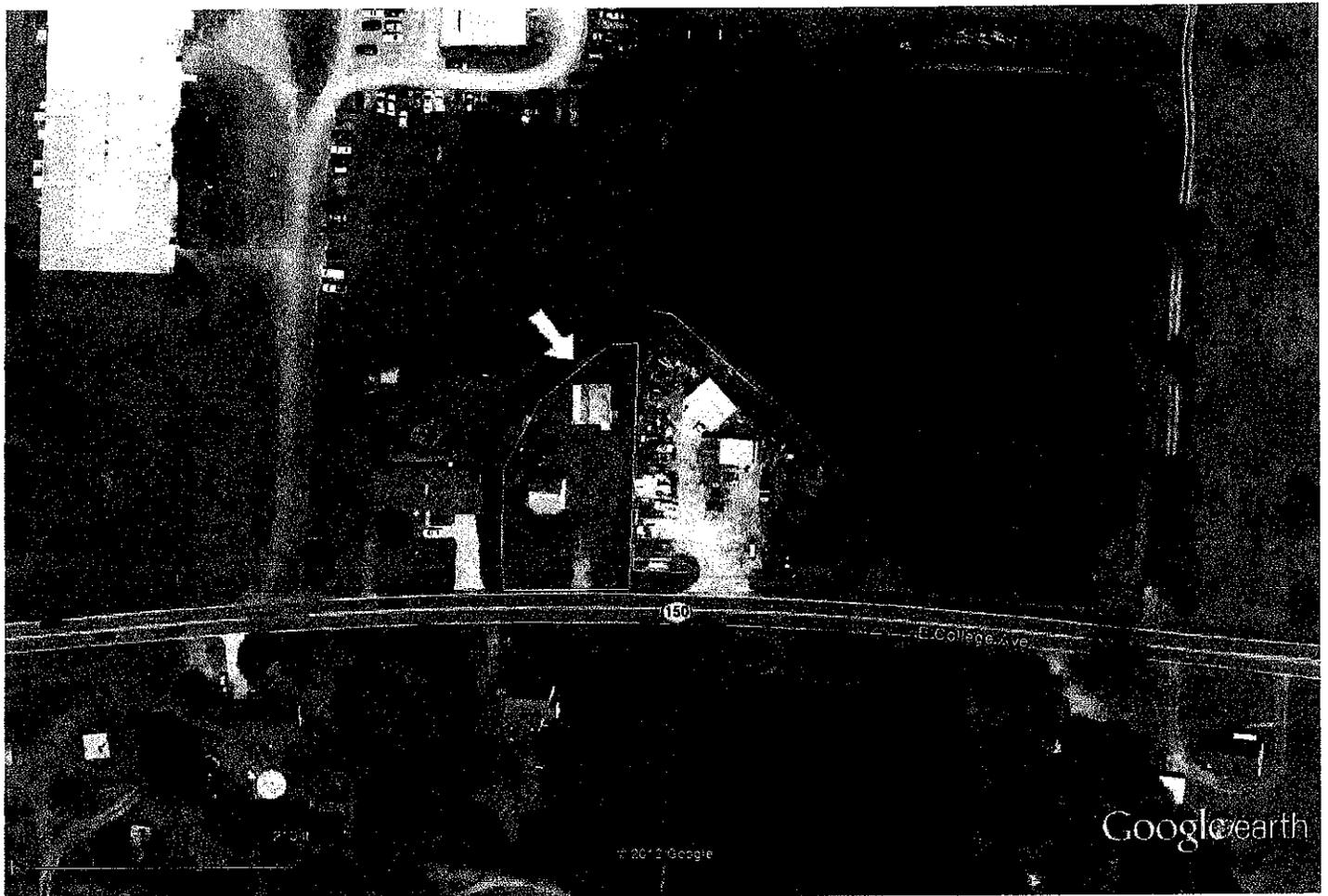
- **Pursuant to NCGS 143-318.11**

General Statute allows the Board to enter into closed sessions to develop its negotiation position in the purchase of real property and may give instructions to its bargaining agent.

It has been brought to my attention that Ernie Baldwin has the intention to auction his mother's property located at 349 East College Avenue (parcel #1034) at some point in early October. This is the property west of Hamrick Fence Company that contains two small white houses.

The condition of the houses most likely violates the town's minimum housing standards and there seem to be constant issues with code enforcement issues as well as law enforcement issues at the property due to the tenants attracted to the property. The property is currently in the best shape I have seen it in due to tenants being evicted in preparation to auction the property and a cleanup effort by the owner's son. I can only hope that whoever purchases the property at auction will improve upon the conditions on the property but I would not count on it.

The parcel is valued at \$35,245 dollars but there is no way to know what prices may be considered at the auction. The Board may want to consider authorizing me to purchase the property for whatever amount they find reasonable. The strategy of municipalities buying blighted properties to demolish them is a legal use of public funds but it is obviously up to the Board to decide if they find this strategy to be philosophically acceptable for Boiling Springs. Having only been Town Manager for two months I am unsure of whether the Board would consider this course of action but wanted to at least present the option.



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D L 16.00

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D U 4.00 D L 2.00

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TOTAL PARCEL VALUES----	LAND / OVR	IMPROVEMENTS / OVR	TOTAL LAND/IMPROVE	2011 VALUE
FMV.....	17,490	17,755	35,245	35,245
AFV.....	17,490	17,755	35,245	35,245

----- COMMENTS -----

Meeting Date: September 4, 2012

Subject: Staff Reports

Police

Public Works

Finance

Town Clerk

Town Attorney

Town Manager

Meeting Date: September 4, 2012
Subject: Commissioners' Reports

Commissioner Gravett

Commissioner Elliott

Commissioner Beason

Commissioner Glenn

Commissioner C. Hamrick

Meeting Date: September 4, 2012
Subject: Mayor's Report