



Agenda

Town of Boiling Springs Board of Commissioners

August 7, 2012

Town of Boiling Springs

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AGENDA

TOWN OF BOILING SPRINGS BOARD OF COMMISSIONERS

August 7, 2012
7 p.m., Town Hall

- | | |
|--|-----------|
| 1. Call to Order – Max J. Hamrick, Mayor | - |
| 2. Approval of Minutes
June 26, 2012 Special Meeting | 3 |
| 3. Recognition of Citizens Present | |
| 4. Regular Business <ul style="list-style-type: none">- Contract for Recycling Collection- Consider Fee for Recycling Service- Budget Ordinance Amendment | 5 |
| 5. Staff Reports | 26 |
| 6. Commissioners' Reports/Comments | 27 |
| 7. Mayor's Report/Comments | 27 |

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
June 26, 2012

The Board of Commissioners of the Town of Boiling Springs met June 26, 2012 at the Boiling Springs Town Hall. Present were: Mayor Max J. Hamrick; Commissioners William Elliott, Darlene Gravett, James Beason, John Glenn, and Cliff Hamrick. Town Attorney John Schweppe, III was also present. Staff members present: Interim Town Manager/Public Works Director Mike Gibert, Town Clerk Kimberly Greene, Finance Officer Rhonda Allen, and Chief Randy Page.

Others Present: Tom Hart, Lynn Sarratt, and Karen Page.

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 5, 2012 regular meeting and June 5, 2012 closed session as previously mailed. Commissioner Hamrick seconded and the vote was unanimous.

AGENDA ITEM IV

Public Hearing - Zoning Text Amendment Ordinance

Flood Damage Prevention Ordinance

Mayor Pro Tem Elliott opened the public hearing 7:02 p.m. Mike Gibert reported the purpose of the amendment is to update the Flood Damage Prevention Ordinance. There being no further comments, Mayor Pro Tem Elliott closed the public hearing at 7:03 p.m. The Planning and Zoning Board voted unanimously to recommend the Ordinance be adopted. Commissioner Hamrick made the motion to approve Flood Damage Prevention Ordinance #120626.01. Commissioner Glenn seconded and the vote was unanimous. A copy of the Ordinance is on file in the office of the Clerk.

Parking Requirements

Mayor Pro Tem Elliott opened the public hearing at 7:04 p.m. Commissioner Glenn proposed the ordinance read one space per 250 square feet of gross floor area. After discussion the Board agreed. There being no further comments, Mayor Pro Tem Elliott closed the public hearing at 7:09 p.m. The Planning and Zoning Board voted unanimously to recommend the Ordinance be adopted. Commissioner Beason made the motion to adopt Ordinance No. 120626.02 with the above amendment. Commissioner Glenn seconded and the vote was unanimous. A copy of the Ordinance is on file in the office of the Clerk.

Classification	Off-Street Parking Requirement
Retail sales except those listed below	One space per 250 square feet of gross floor area

Regular Business

95 Gallon Roll-out Carts Purchase

N.C.G.S. 143-129(g) allows the Town to piggyback the City of Asheville, NC contract with Schaefer Systems International, Inc., for the purchase of 95 gallon roll-out carts in the amount of \$49.67 per cart. Rhonda Allen reviewed Capital Project Ordinance #120626.1 for the purchase of the recycling carts.

Section 1. The following amounts are hereby appropriated for the purchase of 1,000 95-gallon roll-out recycling carts:

Public Works - Departmental Supplies \$49,670

Section 2. It is estimated that the following revenues will be available for the purchase of 1,000 95-gallon roll-out recycling carts:

DEAO Grant \$25,000

Transfer from General Fund Balance	\$24,670
Total	\$49,670

Commissioner Hamrick shared his concerns regarding the recycling fee. Participation will be voluntary but the fee will be assessed to all customers whether they use the service or not.

Commissioner Glenn made the motion to approve Capital Project Ordinance #120626.1 and the purchase of 95 gallon roll-out carts under a piggyback bid with the City of Asheville. Commissioner Gravett seconded and the vote was unanimous. A copy of the Ordinance is on file.

AGENDA ITEM VI

Staff Reports

Randy Page, Chief of Police

Chief Page reported the police vehicle involved in an accident has been replaced. (The officer was not at fault.) The police vehicle approved for purchase in the FY 2012-13 Budget will be ready July 2, 2012.

Part-time Officer Austin Reulecke was recently promoted to a full-time Officer position.

The Chief reported having parking spaces restriped and the spaces on W. College Avenue removed as previously approved by the Board.

Rhonda Allen, Finance Officer

Rhonda Allen discussed the Fiscal Year 2011-2012 Budget Amendments. Commissioner Glenn made the motion to approve the Budget Amendments as presented. Commissioner Hamrick seconded and the vote was unanimous. A copy of the Ordinances is on file in the office of the Clerk.

(Mayor Hamrick joined the meeting)

Mike Gibert, Public Works Director/Interim Manager

The 1995 International garbage truck recently declared surplus was successfully auctioned on GovDeals.com for \$5,725.

Town Hall offices will be closed Wednesday, July 4, 2012 in observance of Independence Day. The garbage collection for Wednesday, July 4, 2012 will be collected on Thursday, July 5, 2012. The remainder of the week will be on schedule.

Mike Gibert reported on the progress of the B&W Fiber Glass sewer project. The project engineer received notice from NCDOT that the bore is to be extended another 50 ft at an estimated cost of \$4,100. Mr. Gibert advised the project engineer the Town would not be responsible for that expense.

Mike Gibert also reported RST Communications fiber optic cable line installation is going well.

Water Department

Mike Gibert discussed a delinquent water bill.

Commissioner Gravett made the motion to appoint Shelley Bell to the Tourism Development Authority with the term ending 10/31/2012. Commissioner Elliott seconded and the vote was unanimous.

AGENDA ITEM VI

Commissioner's Report/Comments

Commissioner Gravett reported a large hole on the side of the road on E. College Avenue near the entrance of University Square.

AGENDA ITEM VII

Mayor's Report/Comments

The Mayor was contacted by a citizen regarding children throwing the rocks around the play ground area behind the Town Hall. Mayor Hamrick instructed Mr. Gibert look into the cost of replacing the rock with rubber mulch.

Mayor Hamrick introduced new Town Manager Tom Hart.

There being no further business to come before the Board, Mayor Hamrick declared the meeting adjourned at 7:40 p.m.

Max J. Hamrick, Mayor

Kimberly Greene, Town Clerk

Meeting Date: July 7, 2012

Subject: Regular Business

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

This reads as a standard contract for curbside recycling collection. The Town will be divided into two zones and which will receive biweekly collection on alternating Fridays until October 2016 (5 years). Section VI, E (p17.) dictates how the price per account will change based on the urban consumers southern region CPI. The price per account at the onset of the contract will be \$2.75. The included spreadsheet (p.24) shows the potential effect if the price per account increases by the maximum amount allowed each year. Staff is waiting for this contract to be approved prior to ordering recycling cans.

- **Consider Fee for Recycling Service (p. 24)**

As a point of comparison: Shelby's contract with Republic had an initial price of \$2.45 per account. Shelby charges their residents a \$3.00 fee for recycling service. With our contract price of \$2.75, we would have to adopt a fee of \$3.38 to maintain the same margin between the fee and contract cost as the City of Shelby.

The town will assume various expenses to administer the program which should be considered when setting a service fee. Most notably, a roll cart costs \$50. If the town retains \$0.25 each month from the service fee on a given account, the cart would have to last over 16 years for the town to replace the cart with the amount retained from the service fee.

- **Budget Ordinance Amendment (p. 25)**

The repainting on the water tank interior has spanned between two budget years and a budget ordinance is required. The money was budgeted in the FY11/12 year and was not spent until FY12/13. Staff requests and amendment so the expense does not come out of the current year budget.

DRAFT

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 1st day of October, 2012 and between TOWN OF BOILING SPRINGS, hereinafter referred to as "TOWN", and REPUBLIC SERVICES OF NORTH CARLONIA, 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: Container used for the set out of recyclables and conforming to the specifications provided in Appendix C.

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

Service Area: The area within the Town in which the collection service is provided by the CONTRACTOR, as specified in Appendix A.

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

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:

- curbside collection and transport of recyclables
- 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. The Service Area is delineated on the map entitled "Contractor's Service Area" included in Appendix A which is attached to and incorporated in this Agreement.

B. COLLECTION SERVICE – RECYCLABLES

B.1 Service Recipients

CONTRACTOR shall provide curbside recyclables collection service to:

- all Single-family Residential Units receiving solid waste collection services from the Town's Sanitation Division
- 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 holidays 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 Modifications to Routes

Town reserves the right to change collection routes under this Contract. Town shall not initiate route changes more often than once in any contract year.

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:

Summaries of tonnages of all materials collected, by material category

- Summaries of weight of materials collected and disposed of due to contamination;
- 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 City 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:

- Container placement
- Customer complaints about missed collections, scatters, or employee conduct
- CONTRACTOR complaints about Utility enforcement of regulations
- Responsibility for damage to or theft of containers
- Container delivery problems
- 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 year of the Contract inclusive, the Base Rate shall be: Two dollars and Seventy-five cents (\$2.75).

Recyclables Collection: [rate] per month per service recipient

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:

The Base Rate per Service Recipients

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

. 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 CONTRACT 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 prospective 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

Client Confidential

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: _____

<u>Adjustment @</u>	<u>Price to Town</u>	<u>Fee Charged</u>	<u>Net per Acct</u>	<u>Annual Net</u>
8 months	\$ 2.75	\$ 3.00	\$ 0.25	\$ 2,000.00
7/1/2013	\$ 2.89	\$ 3.00	\$ 0.11	\$ 1,350.00
7/1/2014	\$ 3.03	\$ 3.00	\$ (0.03)	\$ (382.50)
7/1/2015	\$ 3.18	\$ 3.00	\$ (0.18)	\$ (2,201.63)
7/1/2016	\$ 3.34	\$ 3.00	\$ (0.34)	\$ (4,111.71)
4 months	\$ 3.51	\$ 3.00	\$ (0.51)	\$ (2,039.10)

Potential Loss over Contract Term: \$ (7,384.93)

TOWN OF BOILING SPRINGS
BUDGET ORDINANCE AMENDMENT #120807.1

WHEREAS, the Town Commission of the Town of Boiling Springs adopted a budget ordinance on June 5, 2012 which established revenues and authorized expenditures for the fiscal year 2012-2013; and

WHEREAS, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the Town's budget to allocate funds to paint the water tank;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Town Commission of the Town of Boiling Springs that the budget ordinance as adopted on June 5, 2012 be and is hereby amended as follows:

<u>Section 1.</u>	Revenues	
		<u>Increase</u>
	Transfer from Water/Sewer retained earnings	\$42,000
<u>Section 2.</u>	Expenditures	
		<u>Increase</u>
	Water capital outlay	\$42,000

This the 7th day of August, 2012.

Max J. Hamrick, Mayor

ATTEST:

Kim Greene, Town Clerk

Meeting Date: July 7, 2012

Subject: Staff Reports

Police

Public Works

Finance

Town Clerk

Town Attorney

Town Manager

Meeting Date: July 7, 2012
Subject: Commissioners' Reports

Commissioner Gravett

Commissioner Elliott

Commissioner Beason

Commissioner Glenn

Commissioner C. Hamrick

Meeting Date: July 7, 2012
Subject: Mayor's Report