

# TOWN OF RICHLANDS Town Board Meeting April 13, 2021 6:00 PM AGENDA

- I. Meeting Called to Order by Mayor McKinley Smith
- II. Pledge of Allegiance
- III. Invocation
- IV. Adoption of the Agenda
- V. Adoption of the Minutes
  - 1. March 2021 Meeting Minutes
- VI. Public Hearings
- VII. Old Business

#### **VIII.New Business**

- 1. RVFD Activity Update
- 2. Solid Waste Contract Bid Review
- 3. Schedule Public Hearing (Zoning Text Amendment)

#### IX. Administrator Notes and Updates

1. Administrator Notes and Updates

#### X. Police Report

- 1. March 2021 Police Report
- XI. Public Comment
- XII. Board Member Concerns and Committee Updates
- XIII.Personnel
- **XIV. Closed Session**
- XV. Adjourn



*Agenda Item V. - 1.* March 2021 Meeting Minutes

#### **Description:**

March 9, 2021 Meeting Minutes.

#### **Review:**

Attached are the minutes for the March 9, 2021 Regular Meeting of the Richlands Board of Aldermen.

#### **Action Needed:**

Adopt the Minutes.

#### ATTACHMENTS:

Description

March 9, 2021 Meeting Minutes

## TOWN OF RICHLANDS NORTH CAROLINA

Office of the Town Clerk (910) 324-3301 (910) 324-2324 fax townclerk@richlandsnc.gov Mailing Address: P.O. Box 245 Richlands. N.C. 28574



The Richlands Board of Aldermen met in regular session on Tuesday, March 09, 2021, at 6:00 pm in the board room at the Richlands Town Hall. Present for the meeting were:

Mayor McKinley Smith Alderman Marilyn Bunce Alderman Kent Painter Alderman Paul Conner Alderman Kandy Koonce Alderman Tom Brown

Also present were:

Gregg Whitehead, Town Administrator Doreen Putney, Town Clerk

Keith Fountain, Town Attorney Chief William A. Horne, Police Department

Absent: Alderman Tom Brown and Alderman Paul Conner

There was one citizen present.

#### I. <u>MEETING CALLED TO ORDER:</u>

Mayor McKinley D. Smith called the meeting to order at 6:00 pm.

II. PLEDGE OF ALLEGIANCE: Alderman Kent Painter

**III. INVOCATION**: Mayor McKinley D. Smith

#### **IV. ADOPTION OF AGENDA**:

Gregg Whitehead, Town Administrator, presented the agenda to the Board.

A **motion** was made by Alderman Kent Painter, seconded by Alderman Kandy Koonce to adopt the agenda as presented. The motion was unanimously carried.

#### V. <u>APPROVAL OF MINUTES (February 09, 2021)</u>:

A **motion** was made by Alderman Kandy Koonce, seconded by Alderman Kent Painter to approve the regular board meeting minutes of February 09, 2021. The motion was unanimously carried.

VI. **PUBLIC HEARING:** None

VII. OLD BUSINESS: None

#### VIII. NEW BUSINESS:

#### 1. ONWASA Update, Mr. Jeff Hudson, CEO:

Mr. Jeff Hudson, ONWASA CEO gave a brief update on the current activities and future plans for ONWASA. He provided the board with a 5-year capital improvement plan, new customer packet, monthly newsletter, information on payment methods for customers and ONWASA by the number fact sheet.

## 2. <u>Southeastern NC Regional Hazard Mitigation Plan Update Approval</u> (Resolution 2021-02):

Mr. Whitehead reported that our current Southeastern NC Regional Hazard Mitigation Plan is set to expire April 2021. Approval of a hazard mitigation plan is required in order to receive federal and state public assistance funds. Mr. Whitehead recommended the approval of Resolution 2021-02.

A **motion** was made by Alderman Kent Painter, seconded by Alderman Kandy Koonce to approve the Resolution 2021-02 Adopting the Southeastern NC Regional Hazard Mitigation Plan. The motion was unanimously carried.

#### 3. Motorola Body Cam Purchase Contract:

Chief Horne provided a quote from Motorola Solutions on a five-year contract for 3 body cameras. The contract would provide 3 body cameras and the operating software at a yearly cost of \$2,214.00. Motorola would replace any damaged cameras as needed and all video files will be backed up on cloud service providing more reliability and accessibility than utilizing our own equipment.

After further discussion, a **motion** was made by Alderman Kandy Koonce, seconded by Alderman Kent Painter to approve the Motorola Body Cam Contract. The motion was unanimously carried.

#### 4. Planning Board Appointments:

Mr. Whitehead reported that the terms for Ms. Samantha Davis and Mr. John Tripp on the Richlands Planning Board have expired. Ms. David and Mr. Tripp have expressed their desire to be reappointed to the Richlands Planning Board.

A **motion** was made by Alderman Marilyn Bunce, seconded by Alderman Kent Painter to reappoint Ms. Samantha David and Mr. John Tripp to the Richlands Planning Board for a three-year term. The motion was unanimously carried.

#### IX. ADMINISTRATOR NOTES AND UPDATES:

The Town Administrator, Gregg Whitehead, presented a copy of notes and updates to the Board which are incorporated by reference and hereby made part of these minutes. Mr. Whitehead also reported on the following:

- ➤ The floor in the Police Department has been completed. The Public Works Department assisted and repainted the department.
- ➤ We have ordered new furniture for the Police Department. The current desks are broken and are at no value. They will be taken to the landfill for disposal.
- ➤ Planning on reopening the Town Hall to the public beginning Monday, April 5, 2021.

#### X. POLICE REPORT:

Chief William A. Horne presented the Police Activity Log for the month of February 2021, which are incorporated by reference and hereby made part of these minutes. Chief Horne also reported on the following:

- ➤ Conducted 2 Task Force events in February. All agencies participated. We had 82 citations.
- ➤ Had a "Meet and greet" event with the local Boy Scout troops. Onslow County Sheriff Officer K9 assisted as well.
- Annual In-Service training has begun on March 01, 2021. Will take most of March and April to complete.
- > The flooring in the department has been completed.
- ➤ Chief will be attending the NCACP Regional meeting in Raleigh next month.
- Researching the "Live Scan" fingerprint systems. Prices range from \$6,700 and up.

#### XI. PUBLIC COMMENT: None

#### XII. BOARD MEMBER CONCERNS and COMMITTEE UPDATES:

<u>Alderman Kandy Koonce</u>: Express concerns with storm water runoff and asked if there is some sort of solution. Mr. Whitehead stated that due to storm debris and beaver dams the county and/or state needs to come in and clean out the creeks.

**Alderman Marilyn Bunce:** She has begun planning the Christmas Tree lighting and asked if she can utilize the town's email for volunteers to reach out if they are interested in assisting.

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XIII.	PERSONNEL:	None				
XIV.	CLOSED SESSION	: None				
XV.	ADJOURN:					
	· · · · · · · · · · · · · · · · · · ·	<b>notion</b> was made by Aljourn the meeting at 7:		•	•	
			Respec	tfully Submitt	ed,	
Attest:			Mayor	McKinley D.	Smith	
	n Putney, Town Clerk		1.12.3 01			



Agenda Item VIII. - 1.
RVFD Activity Update

#### **Description:**

Richlands Volunteer Fire Department Activity Update.

#### **Review:**

Mr. David Pike, Captain and Vice President of the Richlands Volunteer Fire Department will give the Board a brief update on the current activities and future plans for the RVFD.

#### **Action Needed:**

Receive the update.

#### ATTACHMENTS:

Description

□ RVFD Call Logs

#### Richlands Volunteer Fire Department

#### Calls Within the township of Richlands 2016

8300 Richlands Hwy - Vehicle fire 1-7-16 E. Foy St. - Motor vehicle accident 1-14-16 7417 Richlands Hwy Motor vehicle accident 1-29-16 114 Amberwine Cir. - Grass fire 1-31-16 107 Cooper St. - False alarm 2-27-16 8406 Richlands Hwy - Motor vehicle accident 3-17-16 102 New St. - False alarm 4-2-16 107 Cooper St. - False alarm 4-3-16 8806 Richlands Hwy - Arcing electrical equipment 5-13-16 400 N. Wilmington St. - Service call 5-26-16 8106 Richlands Hwy - Motor vehicle accident 6-8-16 110 E. Fov St. - False alarm 6-9-16 W. Franck St. - Motor vehicle accident 6-12-16 9001 Richlands Hwy - Motor vehicle accident 6-28-16 8100 Richlands Hwy - Smoke detector activation 7-5-16 400 E. Franck St. - Motor vehicle accident 7-6-16 8901 Richlands Hwy - Motor vehicle accident 7-11-16 101 Dreadnaught Rd. - Electrical hazard 7-13-16 101 Dreadnaught Rd. - Vehicle extrication 7-19-16 N. Wilmington St. - Motor vehicle accident 7-22-16 Richlands Hwy / W Franck st. - Motor vehicle accident 7-26-16 W Hargett St. - Motor vehicle accident 8-2-16 118 Landover Dr. - Smoke detector activation 8-11-16 107 S. Wilmington St. - Motor vehicle accident 8-14-16 205 New St. - Fire 8-14-16 Richlands Hwy / S. Academy St. - Motor vehicle accident 8-17-16 101 East Point St. - No incident found 8-27-16 414 N Wilmington St. - CO detector activation 9-16-16 8103 Richlands Hwy - Motor vehicle accident 9-23-16 111 Landover Dr. - Good intent call 9-24-16 104 Pete Jones Dr. - Smoke detector activation 10-8-16 S. Onslow St. - Service call 10-8-16 8406 Richlands Hwy - Motor vehicle accident 10-18-16 201 S. Onslow St. - Cooking fire 10-25-16 8703 Richlands Hwy - Motor vehicle accident 11-15-16 111 New St. - Good intent call 11-16-16 8300 Richlands Hwy - Hazardous condition 11-23-16 310 W. Hargett St. - Motor vehicle accident 12-27-16

### Richlands Volunteer Fire Department

Calls Within the township of Richlands 2017

```
110 East Foy St - Alarm system activation 1-4-17
S. Wilmington St - Motor vehicle accident 1-9-17
8203 Richlands Hwy - Electrical hazard 1-9-17
209 Hancock Ave - Smoke detector activation 1-21-17
8210 Richlands hwy - Assist Police Department 1-24-17
118 West Hargett St - Electrical hazard 1-31-17
Williams St - Motor vehicle accident 2-1-17
103 West Foy St - Smoke detector activation 2-25-17
South Wilmington St - Dispatched cancelled in route 2-27-17
208 Maidstone Dr - Controlled burn 3-5-17
107 Cooper St - Detector activation 3-13-17
105 E Hargett St - Electrical hazard 3-16-17
101 Dreadnaught Rd - Detector activation 3-21-17
107 Cooper St - Smoke detector activation 3-23-17
203 Woodson St - Smoke detector activation 3-29-17
187 Francktown Rd - Motor vehicle accident 4-4-17
11 Wood Run Cir - Smoke detector activation 4-5-17
8703 Richlands Hwy - Motor vehicle accident 4-5-17
302 South Wilmington St - Alarm system malfunction 4-7-17
301 Maidstone Dr - Alarm system malfunction 4-10-17
Esquire Dr - Vehicle fire 4-13-17
301 Maidstone Dr - Alarm system malfunction 4-25-17
124 Landover Dr - Smoke detector activation 4-26-17
8801 Richlands hwy - Motor vehicle accident 5-1-17
301 Maidstone Dr - Smoke detector activation 5-2-17
201 Groveshire PI - Electrical hazard 5-4-17
202 Woodson st - Controlled burn 5-4-17
West Hargett St - Motor vehicle accident 5-9-17
Dreadnaught Rd - Motor vehicle accident 5-11-17
8699 Richlands Hwy - Electrical Hazard 5-11-17
301 Maidstone Dr - Alarm system malfunction 5-19-17
171 Francktown Rd - Motor vehicle accident 5-22-17
8100 Richlands Hwy - Motor vehicle accident 5-23-17
100 Maidstone Dr - Smoke detector activation 6-4-17
302 Wilmington St - Motor vehicle accident 6-6-17
401 Hargett St - Building fire 6-10-17
8380 Richlands Hwy - Motor vehicle accident 6-12-17
100 East Point St - Motor vehicle accident 6-13-17
101 N Wilmington St - Smoke detector activation 6-15-17
8937 Richlands Hwy - Vehicle fire 6-16-17
499 E Franck St - Motor vehicle accident 6-19-17
7417 Richlands Hwy - Motor vehicle accident 6-27-17
 106 Pete Jones Dr - Cooking Fire 6-27-17
278 Francktown Rd - Special incident 6-27-17
 300 Winstead Loop - False alarm 7-1-17
8406 Richlands Hwy - Dispatched cancelled in route 7-12-17
 8406 Richlands Hwy - Alarm system activation 7-13-17
 8406 Richlands Hwy - Alarm System activation 7-13-17
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205 Wilmington St - Medical assist 7-14-17
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101 Dreadnaught rd - Electrical Hazard 7-18-17

8699 Richlands Hwy - False alarm 7-19-17

117 wilmington St - Gas spill - 7-26-17

112 Airleigh PI - Smoke detector activation 7-29-17

8406 Richlands Hwy - Motor vehicle accident 8-3-17

204 Foy St. - Service call 8-6-17

8801 Richlands Hwy - Electrical hazard 8-6-17

8108 Richlands Hwy - Motor vehicle accident 8-14-17

129 East point st. - Motor vehicle accident 8-15-17

107 Groveshire Pl. -Alarm activation 8-31-17

303 Maidstone dr. - False alarm 9-11-17

110 East Foy st. - Dispatched cancelled in route 9-12-17

8407 Richlands hwy - Motor vehicle accident 9-13-17

8380 Richlands hwy - Motor vehicle accident 9-15-17

112 Pembury way - CO detector activation 9-28-17

8702 Richlands Hwy - Motor vehicle accident 10-2-17

407 Hargett st - No incident on arrival 10-5-17

8406 Richlands Hwy - Dispatched cancelled in route 10-7-17

100 East point - Motor v ethic level accident 10-18-17

304 Franck st - Service call 10-23-17

209 Hancock ave - False alarm 10-28-17

8203 Richlands Hwy - Motor vehicle accident 11-3-17

8201 Richlands Hwy - Dispatched cancelled in route 11-9-17

8100 Richlands Hwy - Dispatched cancelled in route 11-16-17

101 Dreadnaught rd. - Motor vehicle accident 11-25-17

101 Dreadnaught rd. - Motor vehicle accident 11-26-17

331 Franck St. - Extrication of victim from vehicle 12-4-17

8802 Richlands Hwy - Motor vehicle accident 12-21-17

#### Richlands Volunteer Fire Department

Calls Within the township of Richlands 2018

```
8510 Richlands Hwy - Dispatched cancelled in route 1-3-18
8203 Richlands Hwy - Electrical Hazard 1-6-18
105 Mills St. - Electrical hazard 1-7-18
301 Wilmington st. - Arcing electrical equipment 1-9-18
8406 Richlands Hwy - Dispatched cancelled in route 1-15-18
100 East point - Controlled burn 1-16-18
404 Foy St. - Grass fire 1-27-18
302 Wilmington st. - Motor vehicle accident 1-29-18
8400 Richlands Hwy - Motor vehicle accident 1-29-18
8406 Richlands Hwy - Unintentional transmission of alarm 1-30-18
110 Maidstone Dr. - Motor vehicle accident 2-1-18
415 Hargett St - CO detector activation 2-1-18
400 Wilmington St. - Service call 2-7-18
7417 Richlands Hwy - Motor vehicle accident 3-10-18
8904 Richlands Hwy - Motor vehicle accident 3-18-18
105 Maidstone Dr. Smoke detector activation 3-21-18
8120 Richlands Hwy - Odor of smoke 4-25-18
7483 Richlands Hwy - Motor vehicle accident 4-29-18
109 Wilmington St. - Hazardous condition 4-30-18
203 Jimmy Powell Ln. - False alarm 5-2-18
110 Foy st. - False alarm 5-10-18
209 Hancock Ave - Alarm system activation 5-18-18
100 Pembury Way. - Alarm system activation 5-29-18
8400 Richlands Hwy - Alarm system activation 6-1-18
8422 Richlands Hwy - Gasoline spill 6-6-18
112 Hargett St. - Gasoline spill 6-11-18
8400 Richlands Hwy - Alarm system activation 6-18-18
8806 Richlands Hwy - Oil spill 6-22-18
302 S. Wilmington St. - Smoke detector activation 6-27-18
100 East Point - Motor vehicle accident 6-27-18
200 Landover Dr. - Vehicle fire 7-4-18
8100 Richlands Hwy - No incident found 7-8-18
7444 Richlands Hwy - Detector activation no fire 7-24-18
8120 Richlands Hwy - Overheated motor 7-24-18
105 Trenton St. - Service call 7-27-18
215 Classy Ct - Smoke detector activation 8-5-18
110 Woods Run Circle - Smoke detector activation 8-5-18
302 Wilmington St. - Lighting strike 8-12-18
8100 Richlands Hwy - Alarm system activation 8-28-18
8406 Richlands Hwy - Vehicle accident 9-1-18
101 Dreadnaught Rd. - Dispatched cancelled in route 9-7-18
111 Amberwine Cir - Smoke detector activation 9-8-18
8904 Richlands Hwy - Motor vehicle accident 9-10-18
199 Foy St. - Hazardous condition 9-13-18
9007 Richlands Hwy - Alarm system sounded / Malfunction 9-13-18
203 Rand St. - No incident found 9-19-18
310 S. Wilmington St. - Smoke detector activation 9-20-18
301 S. Wilmington St. - Smoke detector activation 9-20-18
205 Hargett St. - CO Detector activation 9-22-18
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499 Franck St. - Natural vegetation fire 9-27-18
101 Dreadnaught Rd. - Alarm activation 10-2-18
8100 Richlands Hwy - System malfunction 10-5-18
8406 Richlands Hwy - Gasoline spill 10-7-18
8100 Richlands Hwy - System malfunction 10-9-18
401 Foy St. - Service call 10-10-18
201 Onslow St. - Dispatched cancelled in route 10-11-18
112 Franck St. - Good intent call 10-11-18
301 Wilmington St. - Motor vehicle accident 10-11-18
208 Pete Jones Dr. - Arcing electrical equipment 10-11-18
9003 Richlands Hwy - Service call 10-11-18

306 Wilmington St - No incident found 10-25-18 205 Hargett St. - Dispatched cancelled in route 11-9-18

8508 Richlands Hwy Smoke detector activation 11-10-18

401 Onslow St. - Detector activation 11-16-18

8703 Richlands Hwy - Motor vehicle accident 11-20-18

7417 Richlands Hwy Motor Vehicle accident 11-26-18

#### Richlands Volunteer Fire Department

Calls within township of Richlands 2019

```
105 Trenton St - Smoke detector activation 1-1-19
8300 Richlands Hwy - Dispatched Cancelled in route 1-4-19
100 Rand St - Smoke detector activation 1-14-19
8703 Richlands Hwy - Motor vehicle accident 3-5-19
113 Esquire Dr - Controlled burn 3-7-19
7483 Richlands Hwy - Motor vehicle accident 3-8-19
129 Airleigh Place - Structure Fire 3-9-19
104 Pembury Way - Fire alarm 3-24-19
199 Onslow St - Motor vehicle accident 3-27-19
8901 Richlands Hwy - Dispatched / no accident found 4-1-19
313 Franck St - Dispatched cancelled in route 4-11-19
7430 Richlands Hwy - Motor vehicle accident 4-30-19
100 Rand St - Vehicle fire 5-2-19
100 Railroad St - False alarm 5-2-19
599 Hargett St - Motor vehicle accident 5-9-19
108 Pete Jones Dr #121 - Building fire 5-16-19
103 Foy St - Motor vehicle accident 5-23-19
401 Onslow St #1 - Service call 5-23-19
8403 Richlands Hwy - Vehicle fire 5-24-19
315 Franck St - Motor vehicle accident 5-24-19
100 Frazelle Ln - Controlled burn 5-29-19
136 Airleigh PI - Forest fire 5-29-19
400 Wilmington St - Alarm activation 6-7-19
8901 Richlands Hwy - Dispatched cancelled in route 6-15-19
302 Winstead Loop - Smoke detector activation 6-16-19
7435 Richlands Hwy - Dispatched / no accident found 7-15-19
7945 Richlands Hwy - Controlled burn 7-16-19
107 Elizabeth St - False alarm 7-27-19
101 Dreadnaught Rd - Motor vehicle accident 7-27-19
104 Pembury Way - Detector activation no fire 7-27-19
227 Maidstone Dr - Medical assist 8-2-19
111 Hargett St - Motor vehicle accident 8-6-19
103 Hancock Ave - Motor vehicle accident 8-10-19
102 Foy St - Medical assist - 8-14-19
8104 Richlands Hwy - Building fire 8-15-19
400 Wilmington St - Electrical hazard 8-18-19
7477 Richlands Hwy - Dispatched cancelled in route
101 Dreadnaught Rd - Motor vehicle accident 9-13-19
120 Hargett St - Overheated motor 9-18-19
7417 Richlands Hwy - Dispatched cancelled in route 9-18-19
8120 Richlands Hwy - Motor vehicle accident 9-20-19
208 Maidstone Dr - Detector activation no fire 9-25-19
8100 Richlands Hwy - Motor vehicle accident 10-4-19
8699 Richlands Hwy - Motor vehicle accident 10-7-19
100 East Point St - Motor vehicle accident 10-18-19
200 Church St - Public Service 10-23-19
8701 Richlands Hwy - Service call 10-31-19
401 Onslow St - Service call 11-2-19
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303 Hargett St - Grass fire 11-5-19

7401 Richlands Hwy - No incident found on arrival 11-13-19

100 Hargett St - Motor vehicle accident 11-14-19

8904 Richlands Hwy - Motor vehicle accident 11-17-19

8304 Richlands Hwy - Unintentional alarm 11-19-19

107 Elizabeth St - Alarm system activation 11-19-19

8100 Richlands Hwy - Aircraft standby 11-24-19

100 Hargett St - Motor vehicle accident 12-6-19

8500 Richlands Hwy - Motor vehicle accident 12-14-19 8100 Richlands Hwy - Aircraft standby 12-16-19 8100 Richlands Hwy - Detector activation no fire 12-23-19

401 Foy St - Gas leak 12-23-19

7417 Richlands Hwy - Motor vehicle accident 12-24-19

303 Hargett St - Alarm system malfunctioned 12-26-19



Agenda Item VIII. - 2. Solid Waste Contract Bid Review

#### **Description:**

Solid Waste Contract Bid Review.

#### **Review:**

Sealed bids for the Solid Waste Collection and Disposal RFP were opened on March 15, 2021. The Town received two qualified bids, one from GFL Environmental and one from Tons of Trash. The attached bid tabulation sheet shows that GFL Environmental provided the lowest bid with a starting cost of \$9.50 per cart per month for solid waste and recycling services and Tons of Trash submitted a bid of \$11.00 per cart per month. Please note that we currently pay \$11.24 per cart. The bid amount includes GFL Environmental providing all carts. In addition GFL Environmental is offering to buyback our existing new carts at \$60 per cart. The buyback offer was an option in the RFP.

Based on the bids received I recommend that the Board awards the contract to GFL Environmental and authorizes the Town Administrator to negotiate and approve a final 5 year contract.

#### **Action Needed:**

Approve the bid as recommended.

#### **ATTACHMENTS:**

Description

- **D** 2021 Bid Tabulation
- 2021 Solid Waste Collection RFP

#### 2021 Solid Waste Collection RFP Bid Tabulation

Company Name: Town of Richlands

**Project Name:** Garbage/Recycle Collection and Disposal

**Location:** Town of Richlands **Bid Date:** 3/15/2021

			GFL			Tons of Tras	h
Bid Item #	Item Description	Garbage Per Month	Recycle Per Month	Total Bid	Garbage Per Month	Recycle Per Month	Total Bid
1	Garbage/ Recycle Collection and Disposal	\$ 7.40	\$ 2.10	\$ 9.50	\$ 8.50	\$ 2.50	\$ 11.00
2	Purchase of Town owned Carts	Cart Qty	Price Per Cart	Total Bid	Cart Qty	Price Per Cart	Total Bid
		200	\$ 60.00	\$12,000.00	200	\$ 40.00	\$8,000.00
	Supporting Documents	✓			✓		
1	(1) original (2) copies	✓			✓		
2	Three References	✓			✓		
3	List of Equipment	✓			✓		
4	Copy of Financial Statements	✓	1		✓		
5	Evidence Contractor is licensed to do business in NC	✓			✓		
6	Evidence Contractor is capable of commencing performance as required in the contract documents.	<b>√</b>			<b>√</b>		
7	Evidence Contractor possesses the managerial and financial capacities to perform all phases of work.	<b>✓</b>			<b>√</b>		
8	Project team listed	✓	1		✓		
9	Proof of Insurance	✓	1		×		
10	Bond letter	✓	1		×		
11	Fee Proposal	<b>√</b>			✓		

#### TOWN OF RICHLANDS

#### **NORTH CAROLINA**

(910) 324-3301 (910) 324-2324 fax



Mailing Address P.O. Box 245 Richlands. N.C.28574

## TOWN OF RICHLANDS REQUEST FOR PROPOSALS SOLID WASTE AND RECYCLING COLLECTION SERVICES FOR RESIDENTIAL AND LIGHT COMMERCIAL CUSTOMERS

Point of Contact: Gregg Whitehead, Town Administrator

Email: administrator@richlandsnc.gov Office: 910-324-3301 Fax: 910-324-2324

#### **DEADLINE FOR SUBMISSION OF PROPOSALS:**

Monday, March 15, 2021 by 2:00 PM

## TOWN OF RICHLANDS REQUEST FOR PROPOSALS SOLID WASTE COLLECTION and RECYCLING SERVICES FOR RESIDENTIAL AND LIGHT COMMERCIAL CUSTOMERS

#### I. REQUEST FOR PROPOSALS

#### A. Request

The Town of Richlands, North Carolina ("Town") is seeking proposals from qualified firms to provide weekly collection (52 collections annually) of residential and light commercial solid waste utilizing ninety-six (96) gallon roll-out containers and bi-weekly collection (26 collections annually) of residential and light commercial recyclables utilizing sixty-five (65) gallon roll-out containers. The service area will only be in the incorporated areas of the Town of Richlands. The provider will not collect items such as yard waste, bulk items, appliances, construction debris or hazardous materials.

The Town currently utilizes town owned containers for collection of refuse and a third-party contractor's containers for collection of recyclables. The Town would like the provider to consider the purchase of approximately (950) ninety-six (96) gallon town owned roll-out containers as part of the proposal.

Respondents ("Proposers") to this Request for Proposals ("RFP") shall submit to the Town of Richlands a proposal, which will address the various components as set forth in this RFP. The proposal shall serve as a "fee proposal," and the Town may select a proposer to negotiate with and attempt to reach a final agreement ("Contract") or reject all proposals and re-start the RFP process. The Town is not obligated to enter a Contract with any proposer, and if negotiations are not successful with the first proposer selected by the Town, the Town may then select another proposer and initiate negotiations with that proposer. If the Town and a proposer agree on a Contract, the proposer will then be deemed the provider.

#### **B.** Questions

All questions regarding this RFP, the services identified herein, or any request for additional data or information must be submitted in writing at least ten (10) days prior to the date the proposals are due. All questions <u>must</u> be sent to Gregg Whitehead, Town Administrator, via email to administrator@richlandsnc.gov. All questions will be answered in the form of an RFP Addenda, which will be distributed to all proposers.

#### C. Submission of Proposal

To receive consideration, an original and two (2) copies of the proposal shall be submitted to the Town of Richlands no later than 2:00 P.M., Monday, March 15, 2021, at which time all proposals will be publicly opened and distributed to Town personnel for

evaluation. Town staff will note the date / time received upon receipt of the RFP. The outside of the sealed envelope shall be marked **Solid Waste Collection and Recycling Services RFP.** Late submissions will not be considered and will be returned unopened to the sender.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of proposals or authorized postponement thereof.

Any proposal received after the time and date specified above shall not be considered.

Proposals must be valid for ninety (90) days following the opening date.

#### II. SUMMARY

Currently, the Town serves approximately 848 residential and 62 light commercial customers with a total of 939 garbage carts and 911 recycling carts operating under a mandatory solid waste collection system. This RFP proposes the use of ninety-six (96) gallon roll-out carts for trash and sixty-five (65) gallon roll-out carts for Recycling.

The intent of the RFP is to provide <u>mandatory</u> weekly <u>curbside</u> solid waste collection services and bi-weekly recycling collection for all residential and light commercial units with an exclusive Provider performing all the collection services.

Proposers' proposals based on this RFP will be the basis to enter<u>negotiations</u> for residential and light commercial solid waste and recycling collection, transportation, and disposal.

#### III. TERM OF CONTRACT

- **A.** It is the Town's intent to enter a single, exclusive Contract with a selected Provider to provide collection, transportation, and disposal of residential and light commercial solid waste, as defined in this RFP. The Town will enter into a Contract with the Provider the Town determines to be in the best interests of the Town. The contract will begin July 1, 2021.
- **B.** The fee proposal, as submitted by the Proposer, shall serve as the basis from which negotiations will commence. These negotiations, if required, will determine the final unit price under the Contract for the initial term of the Contract.
- C. The Contract shall commence upon the date of execution of the Contract by both parties and extend for an initial period of five (5) years ("Initial Term"). The Contract shall be renewable for successive two (2) year terms (each a "Renewal Term") upon the mutual agreement of the parties. Notice of intent to renew shall be made in writing at least one hundred twenty (120) days prior to expiration of the Initial Term or a Renewal Term, whichever is applicable. The Town and the selected Provider shall re-confirm or re-negotiate the unit rates prior to any Contract renewal. Any amendment or modification of the Contract shall be null and void, unless it is contained in writing signed by both parties.

#### IV. PROPOSAL FORMAT

The proposal shall include the following:

#### A. Letter of Transmittal

The letter of transmittal accompanying any proposal shall be addressed to:

Town of Richlands PO Box 245 302 South Wilmington St Richlands, NC 28574 Attn: Gregg Whitehead, Town Administrator

and must, at a minimum, contain the following:

- 1. Identification of the Proposer, including name, address, telephone number, fax number, and e-mail address.
- 2. Location of office from which service will be provided, including hours of operation.
- 3. The signature of an officer of the Proposer authorized to bind the Proposer.

#### B. Responsiveness to Town's Request

The proposal shall include the Provider's detailed concept for the provision of all services identified herein.

#### C. Provider's Experience

The proposal must include a demonstration of the Provider's knowledge and experience related to the types of services identified in this RFP. This should include a list of similar projects and a description of the Provider's general organization and names of key personnel, indicating the depth and quality of experience of such personnel.

A minimum of three references shall be provided, which shall include the following: (1) identification of each reference, (2) a contact person of the reference, and (3) the reference's mailing address and telephone number. All references shall be from similar projects done by the personnel to be involved in providing service under this RFP.

#### **D.** Competency of Contractor

The town will require submission with the Proposal, supporting data regarding the qualifications of the Provider in order to determine whether they are a qualified, responsible Provider. The Provider will be required to furnish the following information:

(a) An itemized list of the Provider's equipment available for use under the Contract.

- (b) A copy of the latest available financial statements of the Provider, certified by a recognized firm of independent certified public accountants.
- (c) Evidence that the Provider is in good standing under the laws of the State of North Carolina, and in the case of corporations organized under the laws of any other State. Evidence that the Provider is licensed to do business and in good standing under the laws of the State of North Carolina or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) Evidence that Provider has been in existence for at least two (2) years and possesses not less than two (2) years actual operating experience in refuse collection and disposal, and recyclables collection and processing.
- (e) Evidence that the Provider is capable of commencing performance as required in the Contract Documents. Evidence should include a number of customers the contractor currently serves, including the contact information of the person managing the account.
- (f) Evidence that Provider possesses the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (g) Evidence that Providers experience in recycling collection and processing derives from operations of comparable size to that contemplated by the Contract Documents.
- (h) Such additional information as will satisfy the town that the Provider is adequately prepared to fulfill the Contract.

#### E. Project Team

The Proposal shall include the identification and organization of the team proposed to be assigned to this Contract, including responsibility of key personnel, with an emphasis on experience on similar projects.

#### F. Subcontractors

No subcontractors shall be used to fulfill the contract.

#### **G.** Executive Summary

All proposals shall include a brief overview of the entire proposal and highlights of the key aspects of the proposal. Please include operation plan which addresses purchasing of the Town's roll-out carts, transition of services, items to be recycled, service days, etc. In the executive summary, please confirm the receipt of any RFP addenda received and considered during the development of your proposal.

#### H. Exceptions to this Request for Proposals

Any changes from the provisions of this RFP that are desired by the Proposer shall be specifically noted in the proposal submitted.

#### I. Conflict of Interest Information

Information on possible conflicts of interest shall be provided in the proposal. Such information will be considered in making a decision on the selection of the Provider to perform the services. Should a conflict of interest arise during preparations for or while undertaking these services, the Provider shall immediately advise the Town of such conflict.

#### J. Financial Information

Provider shall submit a financial statement in accordance with the Generally Accepted Accounting Principles as part of its proposal.

#### K. Fee Proposal

The fee proposal (Attachment A) shall be completed. The proposal must include all fees or charges that may be levied to the Town in connection with the collection of residential and light commercial solid waste and recyclables. The fee proposal shall then become the basis from which the **negotiations** will commence. The Town's selection of a Provider shall be based upon a qualifications-based analysis in general conformance with the evaluation criteria.

#### V. PROCESSING OF PROPOSALS

#### A. Rejection of Proposals

The Town of Richlands reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) the Town determines in its sole judgment, to be in the best interests of the Town.

#### **B.** Selection of Provider

#### 1. Qualifications

The Provider shall be a single firm and must show evidence of its technical capability in the services identified in this RFP. The Provider shall also be knowledgeable concerning all applicable federal, state, and local laws, regulations, and ordinances. Work shall be done in conformance with current professional practices in the State of North Carolina.

- 2. <u>Criterion for Selection of Provider to Negotiate an Agreement</u> The Town will analyze the following criterion in selecting a Provider:
  - 1. Unit Cost
  - 2. Experience with related programs
  - 3. References and financial stability
  - 4. Completeness of the proposal
  - 5. Ability to meet expected start-up date of the program

#### C. Town Not Liable for Any Pre-contractual Expenses

In no event shall the Town be liable for any expenses incurred in the preparation of a Provider's proposal or any other expenses incurred prior to execution of a Contract by both parties. Pre-contractual expenses include, but are not limited to, the following:

- 1. Expenses related to preparing and submitting a proposal to the Town.
- 2. Expenses related to negotiations with the Town, including without limitation negotiation regarding any mailer related to the contract terms, professional fees, and schedule.
- 3. Any other expenses incurred by the Provider prior to entering into a Contract with the Town.

#### **D. Oral Presentations**

Following the evaluation of the proposals, the town may request the top-ranking firms(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the requested provider will be contacted to arrange a mutually acceptable date and time.

#### E. Negotiations

Following any presentations, the finalist(s) shall be re-evaluated. The Town Administrator shall negotiate with the contractor whose proposal is determined to be most advantageous to the town. If negotiations with the highest-ranking contract fail, negotiations shall be initiated with the next highest-ranking contractor, and so on, until an agreement is reached. The town reserves the right to reject all offers and end the process without executing a contract.

#### F. Notification of Successful Proposer

Proposer shall be notified as soon as possible by the Town following approval by the Town Board of Alderman.

#### G. Liquidated Damages for Failure to Enter into Contract

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the town to the provider by certified mail, return receipt requested.

The provider may submit their contract form, so long as it contains all of the requirements of this RFP, and all requirements of the town necessary for solid waste service in the town. The town may submit its own contract form in the event the proposed form from the contractor is not suitable to the town.

The provider to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the town and the selected provider and to furnish insurance certificates, all as required. In case of the refusal or failure to do so within twenty (20) days after the receipt of formal notice of award, provider will be considered to have abandoned all his rights and interests in the award and the award may then be made to the next best qualified provider or the work readvertised for Proposals as the town may elect.

#### H. Security for Faithful Performance

The Proposal shall be accompanied by a letter from a corporate surety qualified to do business in North Carolina stating that a Performance Bond will be furnished by it to the proposer submitting the Proposal in the event it is the successful proposer. The original Performance Bond shall be produced by the proposer within (20) days of the award of the Contract, or the penalties for abandonment of the Proposal may be imposed. Said performance bond must be in an amount equal to 100% for the term of the contract.

The premium for the bonds described above shall be paid by the Proposer. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the town with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of North Carolina.

#### I. Evidence of Insurance

The selected Provider must provide a Certificate of Insurance confirming the minimum coverage and requirements noted below. Proof of this coverage must be included as part of bid package. The Provider shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations are performed by the Proposer itself, or by anyone directly or indirectly employed by them, and the amounts of such insurance must meet or exceed the following amounts:

- (1) Public Liability Insurance in an amount of \$1,000,000 for Bodily Injury/Property.
- (2) Damage to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000 Total Policy Limit or Aggregate.
- (3) Automobile Liability in the amount of \$1,000,000.

- (4) Overall Umbrella liability in the amount of \$2,000,000.
- (5) The Proposer shall provide and maintain during the life of this Contract Worker's Compensation Insurance for all employees employed at the various sites connected with this contract as required by North Carolina law.

The Proposer shall furnish such additional special insurance as may be required by the General Statutes of North Carolina for the services provided. All insurance premiums shall be paid solely by the Proposer. Each Certificate of Insurance shall add "Town of Richlands, N.C." as an additional insured on the liability policies. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount, or coverage eliminated without thirty (30) days written notice of such alteration or cancellation to the Town, sent by registered mail or overnight commercial courier with delivery confirmation.

#### J. Notification of Unsuccessful Proposers

The Town shall notify unsuccessful Proposers as soon as possible after execution of a Contract with the successful Proposer(s). It is estimated that the selection process will take ninety (90) days or less.

#### VI. Operations - Location and Frequency of Collection

#### A. Residential and Light Commercial Collection

All collections made by the Provider other than a physically disabled resident shall be made at **curbside from the streets**, except where special circumstances warrant otherwise, which must be approved by the Town. The Town shall require residential and light commercial owners to deliver garbage (96-gallon roll-out cart) and recycle (65-gallon roll-out cart) to the curbside for collection.

#### **B.** Back Door Service

Physically disabled persons may request in writing to receive service whereby their garbage and recycling containers (roll-out carts) are moved by the Provider from a convenient location to the curbside for pickup. Back door service will be determined or verified by a physician's affidavit stating that all residents of a home is physically restricted from being able to manage a cart to the street. Currently, there are approximately (24) back door service account holders. Provider shall not charge the town more for backdoor service than for curb side service. The Town will furnish the Provider with a list of all physically disabled residents requiring this service.

#### C. Collection Frequency

The collection of solid waste from all residential and light commercial units shall be conducted once each week (52 collections annually) on **Thursday** and recycling from all

residential units and light commercial units shall be conducted bi-weekly (26 collections annually) on **Thursday** or a schedule established by Town.

- a) Solid waste collection services shall be on **Thursday** of each week. If the scheduled collection day falls on a holiday as defined in agreement, then collection shall be provided the next day (**Friday**)
- b) The provider will be required to pick up refuse generated at each location, provided material is placed in an approved 96-gallon roll-out cart provided by the provider. Refuse placed outside the container or in a container not provided by provider, shall not be collected by provider.
- c) Recycling services shall be collected bi-weekly on **Thursday** of each week. If the regular scheduled collection day falls on a holiday as defined in agreement, then collection shall be provided the next day (**Friday**)
- d) The provider will be required to pick up all approved, comingled, recyclable material generated at each location, provided material is placed in an approved 65 gallon roll-out cart using a single stream method.
- e) The provider will not collect non-recyclable materials if they are placed in the 65-gallon recycling carts provided for recycling. Recyclables placed outside the container or in a container not provided by provider, shall not be collected by provider.
- f) In the event that garbage or recyclables are placed outside the container or in a container not provided by provider or non-recyclable materials are placed in the container, the provider will leave the materials along with a notice to the resident. The provider will provide the town on a weekly basis a list of tagged carts.

#### **D. Excess Garbage Collection**

On a case-by-case basis, such as a resident moving in or moving out of a residence, the town will allow the pickup of excess garbage as defined in RFP. The customer must contact town hall to schedule pickup. The town will notify the provider of such address and will allow the provider to pick up excess garbage on the next scheduled pickup day.

#### **Recycling Material To Be Collected**

Materials accepted by Sonoco Recycling shall be collected for recycling. The following materials shall be included in the recycling program:

- Newsprint
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass

- Plastics
- Cardboard
- Materials may be added or deleted by mutual consent of the town and the provider.

#### E. Dumpster Service for Recycling

Provider shall provide the town at no additional cost, (1) 8 cubic yard, top covered dumpster located at Richlands Town Hall for cardboard recycling. Town shall be responsible for disposal fees.

#### F. Recycling Educational and Promotional Programs

The provider, as a part of its proposal, shall describe the outreach, educational and promotional programs for recycling that will be provided to the town at the provider's expense. Provider shall include samples of promotional and educational materials and detail any additional offered provider sponsored events. Provider shall provide to the town, a calendar showing dates that recyclables will be collected. Any printed materials approved by the town after the contract has been executed will be provided for distribution at town hall at the provider's expense.

#### **G.** Dumpster Service for Special Events

Provider shall provide the Town at no additional cost, roll off dumpster or covered dumpster services for special events sponsored by the Town of Richlands. The Town shall be responsible for disposal fees.

#### H. Hours of Collection

Normal hours of solid waste and recycling collection shall be as specified below. Exceptions will be approved by the Town only when necessary to complete collection of a route due to unusual circumstances.

Collection of solid waste and recycling shall begin no earlier than 6:00 o'clock A.M. and shall generally not extend beyond 8:00 o'clock P.M. No collection shall be made on Sunday.

#### I. Routes of Collection

Provider shall provide the town a copy of maps indicating the routes used in the collection of waste and recycling from all customers. Collection routes shall be established by the provider and approved by the town. The town has the right to reject and request modification of routes. The town shall be provided route collection maps and container locations.

#### J. Cart Placement

Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow.

#### K. Holidays

Pickup days will not be reduced by holidays but may be rescheduled. Provider will provide to the town and all customers a holiday schedule. When the regular pick-up falls on a holiday the pick-up shall be made on the following day, unless otherwise authorized by the Town. The town must approve any schedule changes.

The following shall be holidays for purposes of this Contract, herein defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

#### L. Missed Collections

In the event that a regularly scheduled collection is missed and a complaint is received by either the Town or the Provider, collection of the solid waste or recycling will be required of the Provider within twenty-four (24) hours of receipt of complaint.

In the event of missed pickups due to acts of God, weather, or events outside the control of the Provider, pickup will be made as soon as possible when conditions are safe to continue service.

The provider shall be responsible for maintaining a log of complaints, and provide the town on a weekly basis, with copies of all complaints indicating the date and time of the complaint, nature of the complaint, address of complaint and the manner and timing of its resolution.

Once provider has finished routes for collection of solid waste each week and before leaving town, provider must check with town hall to make sure the town has not received and complaints for missed collections.

#### M. Spillage:

The Provider shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Provider. Provider will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall report the location of such conditions to the town so that proper notice can be given to the customer at the premises to property contain refuse. Should such spillage continue to occur, the town shall require the customer to increase the number of roll-out carts.

#### N. Protection from Scattering:

Each vehicle shall be fully enclosed to prevent leakage, blowing or scattering of refuse onto public or private property. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Provider's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

#### O. Processing Facilities

All solid waste hauled by the Provider shall be disposed of at a facility permitted to accept said waste and approved by the Town.

The Town currently disposes of its waste at the following location:

Onslow County Landfill 415 Meadowview Road Jacksonville NC 28540.

The Town currently disposes of its recyclables at the following location:

Sonoco Recycling 417 Meadowview Road Jacksonville NC 28540.

Provider may propose alternative disposal sites; however, the final disposal facility will be negotiated between the Provider and Town.

#### VII. Operations

#### A. Notices to Customers

The Provider shall cooperate with the Town to inform all residents and customers about relevant complaint procedures, collection regulations, days and hours of scheduled collection service, and any other relevant notices. In addition, the Provider shall provide the Town with any information the Town requests.

#### B. Necessary Equipment and Containers; Repair and Maintenance

1. Provider, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect, transport and dispose of garbage from accounts serviced by Provider in accordance with this Contract. Collection equipment shall not be allowed to leak nor scatter any waste within the limits of the town nor while in route to the disposal site, where such accumulation shall be dumped.

- 2. Provider shall provide an adequate number of vehicles to collect solid waste in accordance with the Contract. The vehicles shall be licensed in the State of North Carolina and shall be operated in compliance with all applicable state, federal, and local laws, regulations, and ordinances. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's specifications. Each vehicle shall bear, at a minimum, the name and telephone number of the Provider, which shall be plainly visible on both sides of the vehicle.
- 3. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The town may inspect Contractors vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to town. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.
- 4. Due to street size variations in town, the Provider will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Provider shall, hand clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public and/or private property resulting from its collection activities by end of the next business day after receiving a complaint of such spillage or leak.
- 5. The provider will provide all customers a new 96-gallon roll-out cart for garbage collection and a new 65-gallon roll-out cart for recycling collection. The carts will be at no additional cost to the town or customer. All equipment will bear the hot-stamped name and logo of the contractor. All garbage and recycling collection equipment will be maintained in good repair and appearance. All containers will remain the property of the provider.
- 6. The Provider shall properly maintain all Provider-owned collection equipment, vehicles, and roll-out carts and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment shall be replaced with equipment in proper operating condition.
- 7. The Provider will perform all maintenance and repairs at its own expense on Provider-provided roll-out carts and equipment in order to keep such in proper operating condition. The Provider shall maintain, repair, or replace a roll-out cart upon the reasonable request of the Town. The Provider is entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of third parties from such responsible third party, and the Town shall not be liable for any damages or expenses related thereto.
- 8. The Town shall have the right to inspect all vehicles, equipment, and roll-out carts used by the Provider in carrying out the requirements of this contract. Provider shall promptly correct all violations of any Town ordinances or state or federal laws.

#### C. Delivery of Carts to New Customers

The provider shall provide and maintain at a minimum ten (10) roll-out carts and ten (10) recycle carts to the town to keep on hand for delivery to new customers. When a new customer sets up service, the town will deliver carts to the customer on behalf of the provider. The town will notify provider of the address and number of carts provided to the customer.

#### **D.** Reporting Requirements

Provider shall provide the town with monthly reports at the end of each month. Reports shall include disposal tickets from landfill with tonnage and disposal cost of materials collected. Contractor must also provide the town with monthly recycling reports including disposal tickets with tonnage and number of carts serviced each pickup.

#### VIII. Billing and Customer Service

#### A. Customer Billing

The town shall be responsible for billing and collecting fees from all customers for collection, transportation and disposal of solid waste.

#### **B.** Disposal Fees

The town shall be responsible for disposal fees for garbage and recycling. Provider must provide the town with a copy of all disposal tickets.

#### C. Provider Invoices

The Provider will bill the Town for residential, light commercial on a monthly basis. The Town shall make payment of the full amount due under the invoice within thirty (30) days of receipt of an invoice. The initial customer count shall serve as the basis for calculating the invoice for the first month of service under the Contract. The Town shall maintain a list of addresses that have been provided roll-out carts for service. This information will be provided to the contractor on a monthly basis. The Provider shall verify the information and use the agreed upon monthly total at the time of the invoice as the basis for calculating the amount the Town owes the Provider under the Contract. The Town and Provider shall cooperate in providing the necessary information and billing on a timely basis so that payment may be made.

#### **D.** Complaint Procedure/Process

The Provider shall employ personnel to answer and respond to all complaints from the public concerning the Provider's service. Provider shall equip the office with a telephone system providing a local phone number that shall include an automatic telephone

answering device or service for receiving complaints from the public during non-business hours. All complaints shall be promptly investigated within one (1) business day of receipt and resolved as quickly as feasible. When a complaint is received on the day preceding a holiday, it shall be responded to no later than the following business day. Provider shall have available at all time's competent personnel who shall have authority to represent the Provider

#### IX. Definitions

- **1.00** Annexed Area: Refers to any area contiguous to the contract area that is added to the boundaries of the Town of Richlands by any method of annexation.
- **1.01** Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds. [All bags must be placed inside the mobile solid waste container provided.]
- **1.02** <u>Back door service:</u> Service provided to any resident that has a disability that prohibits them from placing roll-out cart's curbside.
- **1.03** <u>Bulky Wastes</u>: Large items of solid waste, such as furniture, appliances, parts of appliances, white goods or other items, either too large or too heavy to be safely and conveniently loaded in roll-out carts or transportation vehicles by solid waste collectors with the equipment available therefor.
- **1.04** <u>Light Commercial and Industrial Customer</u>: All retail or light commercial type of business which utilizing less than (3) 96-gallon roll-out containers for the placement of solid waste for collection by provider.
- **1.05** <u>Commercial and Industrial Unit:</u> All non-residential Premises, public or private, require solid waste collection within the incorporated area of the town, including commercial, industrial, institutional, and governmental premises.
- 1.06 <u>Construction and demolition waste</u>: Discarded or unused construction materials resulting from the construction, demolition, reconstruction, remodeling and repair of houses, commercial buildings, and other structures. Such waste shall include, but not be limited to, excavated earth, stones, brick, plaster, lumber, concrete shingles, insulation, stumps, trees, brush, fixtures, and waste parts generated by installation and replacements of structures and facilities, or from land clearing activities. Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- **1.07** <u>Provider</u>: Such private firm designated by the town for the collection, transportation, and disposal of the solid waste and recyclable materials collection and processing.

- **1.08** Contract Area: Refers to the area(s) of the town, including any annexed areas, within which services will be provided by the provider, during the term of the Contract and any extensions, if granted.
- **1.09** <u>Contract Documents</u>: The Request for Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the town and provider, and Contract signed by provider and town.
- **1.10** Collection Schedule: Refers to the defined days of collection authorized by the town
- **1.11** <u>Curbside</u>: That location, with respect to a residence/ commercial premises, which is most immediately adjacent to a town street or State or Federal highway and accessible by the Provider's equipment.
- **1.12** <u>Customer:</u> Refers to the recipient of collection services, specifically referring to the Residential, Commercial and Industrial Unit who generates refuse in the contract area
- 1.13 <u>Disposal Site</u>: A refuse depository including but not limited to sanitary landfills transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.
- **1.14** Excess Refuse: Extra refuse placed outside the roll-out cart.
- **1.15** Excess Pickup: Excess garbage placed outside the roll-out cart (not to exceed 10 bags). Pickup must be scheduled by the town and will be picked up on the regular scheduled collection day.
- **1.16** Extraordinary Circumstances: Defined as a significant event or condition(s) that result in excessive amount of debris as determined by the town.
- 1.17 <u>Fee</u>: A dollar amount inclusive of all proposer's costs (overhead, insurance, labor, equipment, advertisements, etc.) for a specific service(s).
- 1.18 <u>Hazardous Waste</u>: Waste or combination of wastes, in any form, which because of its quantity, concentration or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or which poses a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- **1.19** <u>Holidays</u>: the following federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

- **1.20** Landfill: A permitted disposal site for disposing of municipal solid waste used by the provider where trash and garbage are disposed of by burying between layers of earth.
- **1.21** <u>Missed Collection</u>: Refers to a properly prepared refuse or recycle material not picked up on the scheduled collection day.
- **1.22** <u>Multi-Family Unit</u>: Individual residential units in a multi-family structure (i.e., apartment or condominium building) which units are not separately owned, but are owned by one common entity, for which refuse collection using roll-out carts, is deemed appropriate.
- **1.23** <u>Premises</u>: All public and private establishments, including individual residences, all multi-family dwellings, day care facilities, all other buildings.
- **1.24** <u>Proposal:</u> An offer or statement of a price and project description in response to a request for materials or services to be rendered to the town.
- 1.25 <u>Recyclables</u>: Materials designated by the town to be collected separately from refuse and for diversion from a landfill and conveyed to one or more recyclables processing facility. For this Agreement, Recyclables include: Cardboard, White Paper/ Mixed Paper, Aluminum, Tin and Steel containers, Plastic Containers #1-7, excluding Styrofoam, recyclables do not include Hazardous Waste or items contaminated with food waste.
- **1.26** Recycling: Any process by which materials which would otherwise become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator.
- 1.27 <u>Recycling Services</u>: The collection of recyclables from curbside residential and light commercial/Institutional establishments and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables.
- **1.28** <u>Refuse</u>: Refers to residential, commercial and industrial refuse and shall mean "municipal solid waste" as defined by North Carolina law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units.
- 1.29 Request for Proposal (RFP): Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein
- **1.30** Residential Unit: (a) A free-standing structure constructed for use as a residence by a person or group of persons comprising a family; or (b) a residential unit within a

multi-family structure for which refuse collection using roll-out carts is deemed appropriate. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

- **1.31** Roll-Out Cart: Rolling, plastic refuse containers with a capacity, not to exceed 96 gallons, designed for storage of residential and small business refuse and having a tight-fitting lid capable of preventing entrance into the container by small animals. Containers must be capable of being automatically dumped by the town's collection service for the purpose of curbside collection of refuse.
- **1.32** <u>Single Stream Collection</u>: Collecting recyclable material commingled, rather than separated, by providing customers with a single container for all recyclable material. This method increases participation as residents do not have to separate recyclable materials; waste is collected separately.
- **1.33** <u>Solid Waste</u>: Unwanted or discarded waste materials in a solid or semi-solid state, including, but not limited to, garbage, ashes, refuse, rubbish, animal waste, agricultural waste, trash, and yard waste.
- (1) **COMMERCIAL SOLID WASTE:** Solid waste resulting from the operation of any commercial, industrial, institutional, or agricultural establishment and multiple-housing facilities with more than four dwelling units and which cannot be serviced by three or less mobile solid waste containers.
- (2) **RESIDENTIAL SOLID WASTE:** Solid waste resulting from the maintenance and operation of dwelling units, excluding multiple-housing facilities with four or more dwelling units which cannot be serviced by three or less mobile solid waste containers. Commercial solid waste which can be serviced by three or less mobile solid waste containers may be treated as **RESIDENTIAL SOLID WASTE**.
- **1.34** Solid waste collector: Employee of the town or a solid waste collection agency operating under a contract with the town that collects and transports solid waste.
- 1.35 <u>Street</u>: A public or private way used for public travel.
- **1.36** <u>Submission Date</u>: Refers to the date and time Proposals for this RFP are due to the town.
- **1.37** Town: The Town of Richlands.
- 1.38 Town Employee: An employee of the town subject to its personnel policies
- **1.39** White Goods: Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.

**1.40** <u>Yard Waste</u>: Grass clipping, leaves, tree trimmings, shrubbery trimmings and other yard maintenance waste, which are separated from other Solid Waste.

#### X. Additional Terms and Conditions

Additional terms and conditions that will become a part of the Contract are included in Attachments A, B and C to this RFP.

## ATTACHMENT A Fee Proposal for Solid Waste and Recycling Collection Services

#### **FEE PROPOSAL**

Proposed fees must be complete and should include at least collection, transportation, processing fees and containers. Fees not listed in the proposal will not be included in the contract. The fees must be guaranteed for at least twelve (12) months after the Contract execution date.

#### Residential & Light Commercial Solid Waste Service (96 Gallon Container)

Weekly Colle	ection (52 Collections Annually) of one (1) 96 Gallon Roll-Out Cart for Trash					
\$	per month					
Bi-Weekly Co Recycling	ollection (26 Collections Annually) of one (1) 65 Gallon Roll-Out Cart for					
\$	per month					
\$	_ Total per month					
Date:						
Company Na	me:					
Address:						
Telephone:	Fax:					
E-mail:	Website:					
Authorized Si	ignature:					

# EXHIBIT B SPECIFICATIONS AND WARRANTY POLICY FOR 96 GALLON MOBILE SOLID WASTE CONTAINERS

Please use the following space for setting forth the specifications - color, size, capacity, manufacturing process, hardware, etc and the warranty of the Roll-Out Containers which will be provided with your service. See definition of Roll-Out Containers, in the Contract. Any attachments, pictures, or other documents relating to this exhibit should be marked "Exhibit D". The Town of Richlands reserves the right to examine a sample container.
Color:
Size:
Capacity:
Manufacture:
SPECIFICATIONS AND WARRANTY POLICY FOR 65 GALLON MOBILE SOLID WASTE CONTAINERS
FOR 65 GALLON MOBILE SOLID WASTE CONTAINERS  Please use the following space for setting forth the specifications - color, size, capacity, manufacturing process, hardware, etc and the warranty of the Roll-Out Containers which will be provided with your service. See definition of Roll-Out Containers, in the Contract. Any attachments, pictures, or other documents relating to this exhibit should be marked "Exhibit
FOR 65 GALLON MOBILE SOLID WASTE CONTAINERS  Please use the following space for setting forth the specifications - color, size, capacity, manufacturing process, hardware, etc and the warranty of the Roll-Out Containers which will be provided with your service. See definition of Roll-Out Containers, in the Contract. Any attachments, pictures, or other documents relating to this exhibit should be marked "Exhibit D". The Town of Richlands reserves the right to examine a sample container.
Please use the following space for setting forth the specifications - color, size, capacity, manufacturing process, hardware, etc and the warranty of the Roll-Out Containers which will be provided with your service. See definition of Roll-Out Containers, in the Contract. Any attachments, pictures, or other documents relating to this exhibit should be marked "Exhibit D". The Town of Richlands reserves the right to examine a sample container.  Color:

#### ATTACHMENT C LEGAL TERMS AND CONDITIONS

Upon award and prior to commencement of Services, the selected Provider must agree to a Contract that contains the following terms and conditions:

- **(A) Contract.** The binding agreement ("Contract") entered into by the Town and selected Proposer shall consist of this RFP, including its Attachments, the proposal submitted by Proposer not inconsistent with the RFP, and all supplemental, general, or special conditions (collectively, the "Contract Documents"). If there is a conflict between the Proposer's proposal and the terms of the RFP and its Attachments, the terms of this RFP, including its Attachments, shall control and be binding and enforceable against the Proposer.
- **(B) Term of Contract**. The initial term of the Contract will be for a period of five (5) years. The parties hereto may, by mutual consent within 120 days of the expiration date of the term, extend the term of the contract for an additional 2 years.
- **(C) Proposer's General Duties**. The Proposer shall, without limitation:
  - (1) Comply with any and all federal, State, or local laws, ordinances, codes, rules, regulations, guidelines, or orders that now or may in the future become applicable to Proposer or to the Services ("Applicable Laws").
  - (2) At all times during the term of this Contract, including any extension(s), procure and maintain all licenses and permits required for the performance of the Services.
  - (3) Satisfactorily complete all required annual state inspections.
  - (4) Comply fully with all Applicable Laws imposed under or established by the Occupational Safety and Health Act of 1970.
  - (5) Be and remain an "Equal Opportunity Employer" and comply with all federal, state, and local affirmative action requirements.
  - (6) Follow employment policies that meet the requirements of the Fair Labor Standards Act and comply with all applicable regulations of the U.S. Department of Labor.
  - (7) Collect and pay over to any and all federal, state, and/or local taxing authority all applicable taxes, fees, and assessments in connection with the provision of the Services.
  - (8) At all times during the term of this Contract, including any extension(s), provide to Town on a reasonable basis a report describing the Services in such detail as requested by Town from time to time in its sole discretion.

- (9) Furnish all personnel with uniforms satisfactory to the Town.
- (10) Ensure that all personnel wear or possess proper identification.
- (11) Demonstrate a viable chain of command and provide points of contact at each level for Town.
- (12) Maintain standard operating procedures, which shall include, but not be limited to, defined routines, routes, and inspections.
- **D. Insurance.** The selected Provider must provide a Certificate of Insurance confirming the minimum coverage and requirements noted below. Proof of this coverage must be included as part of bid package. The Provider shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him performing work covered by this Contract from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations are performed by the Proposer itself or by anyone directly employed by proposer and the amounts of such insurance must meet or exceed the following amounts:
- 1. Public Liability Insurance in an amount of \$1,000,000 for Bodily Injury/Property.
- 2.Damage to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000 Total Policy Limit or Aggregate.
- 3. Automobile Liability in the amount of \$1,000,000.
- 4. Overall Umbrella liability in the amount of \$2,000,000.
- 5. The Proposer shall provide and maintain during the life of this Contract Worker's Compensation Insurance for all employees employed at the various sites connected with this contract as required by North Carolina law.

The Proposer shall furnish such additional special insurance as may be required by the General Statutes of North Carolina for the services provided. All insurance premiums shall be paid solely by the Proposer. Each Certificate of Insurance shall add "Town of Richlands, N.C." as an additional insured on the liability policies. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount, or coverage eliminated without thirty (30) days written notice of such alteration or cancellation to the Town, sent by registered mail or overnight commercial courier with delivery confirmation.

**E.** Governing Law. The Contract Documents are made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this contract, its situs and forum, shall be Onslow County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction,

interpretation, and enforcement shall be determined.

- **F.** Subcontracting. The Proposer shall not subcontract any work under the Contract.
- **G.** Care of Property. The Proposer agrees that it shall be responsible for the proper custody and care of any property furnished by the Town to the Proposer for use in connection with the performance of this Contract. The Proposer must reimburse the Town for loss or damage of such property.
- **H. General Indemnity**. The Proposer shall hold and save the Town, its officers, agents, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Proposer in the performance of this Contract that are attributable to the negligence or tortious acts of the Proposer.
- **I. Performance.** The Proposer will perform its services in full compliance with the terms of the Contract Documents.
- **J. Complaints.** The Proposer will implement a complaint response process satisfactory to the Town.

#### K. Termination.

- 1. The Town shall have the right to terminate this Contract if the Proposer is in default or breach of its obligations hereunder. If Town determines that Proposer is in default or breach, the Town will give written notice specifying the default or breach. Upon receipt of such notice, the Proposer may correct or cure such default or breach to Town's satisfaction within 15 days of receipt of such notice. If Proposer fails to so correct or cure the default or breach within the allotted time, the Town may terminate the Services immediately without further notice.
- 2. This Agreement may be terminated by Proposer, with or without cause, at the end of the initial term or any extension(s) thereof, by giving at least one hundred twenty (120) days advance written notice to Town prior to the expiration of the initial term or any extensions thereof.
- **L. Security for Faithful Performance**. Within ten (20) calendar days after award of the Contract, the Proposer shall furnish an Irrevocable Letter of Credit or performance bond as security (either or both, the "Security") for the faithful performance of this Contract. The Security shall be in the minimum amount of 100% of the contract award. The Security shall be in addition to and not in limitation of any other remedies that the Town may have for default by the Proposer. Premiums for the Security, if any, shall be paid solely by the Proposer. If the Security includes a performance bond, a certificate from

the surety showing that the premiums are paid in full shall be provided to the Town. The surety on the performance bond shall be a duly authorized corporate surety authorized to do business in the State of North Carolina. The Security will be used to remediate any such additional cost and burden to the Town. Documents certifying the Provider's ability to provide the above will be included as part of bid package.

**M. Replacement Services**. If the Proposer is unable or unwilling to perform any of its obligations set forth in the Contract, the Town may procure similar services from other sources and hold the Proposer responsible for any cost occasioned thereby.

**N. Unavoidable Delays**. If and to the extent that either Proposer or Town's performance of any of its obligations pursuant to this Contract is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), then the non-performing, hindered, or delayed party shall be excused for such non-performance, hindrance, or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means. The party whose performance is prevented, hindered, or delayed by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event and the expected date of re-commencing performance. Notwithstanding the provisions set forth in this paragraph, if the party prevented from performing fails to re-commence performance within fourteen (14) days, the Town may terminate this Contract without penalty effective upon delivery of notice to Proposer.

GFL
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252-241-2056
Norma Yaneza
Norma.yaneza@wasteindustris.com

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910 Sanitation PO Box 662 Jacksonville, NC 28574 910-324-1411

A-1 Sanitation 240 Wilmington Hwy Jacksonville, NC 28540 910-347-9033

East Coast Consolidated LLC 1548 Country Club Rd Sneads Ferry, NC 28460 910-750-1459 Eric Corbett ecorbett@eastcoastconsolidated.com

Simmons & Simmons Management Inc 126 Leslie Ln Swansboro, NC 28572 910-326-4124

Tons of Trash
719 NC- 241
Pink Hill, NC 28572
910-298-4419
Mark Houston
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Tar Heel Sanitation Services PO Box 397 Pink Hill, NC 28572 252-568-3131 Countryside Sanitation Service LLC PO Box 247 Grifton, NC 28530 252-524-0724



# **TOWN OF RICHLANDS Regular Board Meeting**

Agenda Item VIII. - 3.

Schedule Public Hearing (Zoning Text Amendment)

#### **Description:**

Schedule Public Hearing (Zoning Text Amendment).

#### **Review:**

The Board needs to schedule a public hearing in order to receive public input concerning a proposed zoning text amendment to the off-premise sign regulations.

#### **Action Needed:**

Schedule the Public Hearing.



*Agenda Item IX. - 1.* Administrator Notes and Updates

#### **Description:**

- RDR is scheduled to meet on Wednesday, May 5.
- The new desks for the Police Department have been delivered and setup. The PD main room is much more organized and professional looking.
- Please do not forget that the Budget Workshop has been scheduled for Thursday, April 22.
- The draft subdivision and zoning ordinance revisions required by General Statute 160D have been received and are in the process of staff review. The Board will need to approve the updated ordinances no later than July 1, 2021.

Review	<b>/:</b>
Action	Needed.



# **TOWN OF RICHLANDS Regular Board Meeting**

*Agenda Item X. - 1.* March 2021 Police Report

**Description:** 

Attached is the Police Activity Log for March 2021.

**Review:** 

**Action Needed:** 

Receive the Police Report.

ATTACHMENTS:

Description

■ March 2021 Police Activity Log

### **Activity Log Event Summary (Cumulative Totals)**

## Richlands Police Department (03/01/2021 - 03/31/2021)

<no event="" specified="" type=""></no>	1	911 Hang-Up	1
Adminstration Run	43	Alarm Activation	12
Animal Complaint	1	Arrest	
Assist Citizen	7	Assist EMS	
Assist Other Agency	5	Assist Other RPD Officer	21
Bank Escort	6	Breaking and Entering	1
Business Check	1,900	Business Walk Through	11
Call for Service	224	Citation	88
Cite & Release	11	Civil Problem	1
Crash	6	Death	1
Domestic Dispute	3	DWLR	13
Follow up Investigation	11	Funeral Escort	2
Hit & Run	2	Incident Report	22
Juvenile Problems	2	Larceny	2
Lighting Violation	28	Loud Muffler	6
Missing Person	1	Narcotic Incident	1
No Insurance	4	Noise Complaint	2
NOL	14	Open Container	2
Open Door/Windows	3	Operational Reports	2
Ordinance Violation	3	Patrol Zone 1	66
Patrol Zone 2	63	Patrol Zone 3	68
Patrol Zone 4	67	Patrol Zone 5	66
Patrol Zone 6	58	Possession of Drug Paraphernalia	(
Possession of Marijuana	5	Possession of Meth	2
Property Damage	2	Pursuit	2
Registration Violation	44	Safe Movement Violation	5
Seatbelt	1	Selective Traffic Enforcement	50
Special Assignment	9	Speeding	25
Stoplight/Sign	6	Supplement to report	22
Suspicious Vehicle/Person/Incident	8	Task Force Event	6
Transport to Jail	2	Trespassing	1
Unlock Car	10	Vehicle Check After Shift	76
Vehicle Check Before Shift	78	Vehicle Searches	13

Date: 04/01/2021 -- Time: 09:54 Page 1

### **Activity Log Event Summary (Cumulative Totals)**

## Richlands Police Department (03/01/2021 - 03/31/2021)

Vehicle Stop	125	Verbal Warnings	68
Warrant	7	Window Tint Violation	2

Total Number Of Events: 3,434

Date: 04/01/2021 -- Time: 09:54