



TOWN OF CORNELIUS

BOARD OF COMMISSIONERS

Cornelius Town Hall - Assembly Room

March 27, 2020

Agenda

TOWN BOARD SPECIAL MEETING - 8:30 AM

- 1. CALL TO ORDER**
- 2. DETERMINATION OF QUORUM**
- 3. APPROVAL OF AGENDA**
- 4. CONSIDERATION OF APPROVAL**
 - A. Resolution to Amend the Personnel Policy**
 - B. Solid Waste Service Contract**
 - C. Title VI Policy**
- 5. ADJOURNMENT**

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: March 27, 2020

To: Mayor and Board of Commissioners

From: Jared Azzone, HR Director

Action Requested:

Review a proposed amendment to the Town's Personnel Policy that will authorize the Town Manager to implement emergency measures related to and for the purpose of addressing the COVID-19 pandemic during the course of the current State of Emergency.

Manager's Recommendation:

Approve a Resolution to amend the Personnel Policy as presented.

ATTACHMENTS:

Name:	Description:	Type:
 RES-Adopt_Emergency_Personnel_Policy.docx	Personnel Policy Amendment	Resolution Letter

**RESOLUTION TO ADOPT THE REVISED
TOWN OF CORNELIUS PERSONNEL POLICY**

WHEREAS, the Mayor and Town Board of Commissioners of the Town of Cornelius recognize the importance of its municipal employees in meeting the service needs of Town Residents; and

WHEREAS, the Mayor has proclaimed that the Town of Cornelius is in a State of Emergency as a result of the Coronavirus (COVID -19) pandemic; and

WHEREAS, recommendations and orders from federal, state and county public health officials require significant changes to work environments and job requirements in order to prevent the aggravation of the emergency condition and to protect employees, their families and the general public; and

WHEREAS, the Mayor and Town Board desire to revise and update the Town's Personnel Policy to authorize the Town Manager to implement emergency measures related to and for the purpose of addressing the COVID-19 pandemic during the course of this State of Emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF COMMISSIONERS OF THE TOWN OF CORNELIUS that:

1. The Town Manager is hereby granted authority to amend Personnel Policy to provide for the continuation of governmental services to the residents and businesses of the Town of Cornelius and to comply with Federal, State, County and local laws, ordinances, orders or recommendations related to COVID-19. Discretionary authority may be utilized in regard to granting paid or unpaid administrative, sick, and vacation leave, authorizing the use of administrative, sick or vacation leave for any COVID-19 related absence from work, authorizing negative leave balances, relaxing the leave donation policy, implementing telework and flexible work schedule policies, and any other amendments to policy that serve to prevent the aggravation of the emergency condition or to aid in minimizing the exposure to COVID-19 by Town employees and the public.
2. That such temporary amendments to the Personnel Policy are effective until repealed by the Board of Commissioners.

BE IT HEREBY FURTHER RESOLVED that the Town Manager is hereby authorized to implement these newly adopted Personnel Policies in his authority as Town Manager.

Adopted this _____ day of March, 2020.

Woody Washam

ATTEST:

APPROVED AS TO FORM:

Lori A. Harrell, Town Clerk

Town Attorney

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: March 27, 2020

To: Mayor and Board of Commissioners
From: Tyler Beardsley, Asst. Town Manager

Action Requested:

The Town bid garbage services in January and received 3 bids. The bidders were Republic Services, Waste Connection, and Waste Pro. Staff reviewed the bids and conducted interviews with the 3 bidders. After doing this due diligence, staff entered negotiations with Waste Pro. Waste Pro was the low bidder, but also provides a comprehensive customer service platform for both citizens and staff. All other services are equal to the existing Republic contract. The Waste Pro rate is \$16.20 per unit. This unit rate allows the FY 21 budget to remain flat with no increase over the current FY 20 budget. This new contract is a 10-year term.

The proposed contract allows for the cost to be adjusted in two ways; 1) quarterly house count adjustments and 2) annual CPI adjustments. These adjustments are the same as our current contract.

Waste Pro currently provides service to Davidson, Pineville, Mint Hill, Harrisburg as well as 14 other municipalities in North Carolina, the majority in the greater Charlotte area. Staff contacted many of these municipalities for feedback which was all positive.

The Town's current solid waste services contract with Republic Services expires June 30, 2020.

Manager's Recommendation:

Approve the contract with Waste Pro Services and authorize the Town Manager and Town Attorney to finalize the language and terms of the contract.

ATTACHMENTS:

Name:	Description:	Type:
 CONTRACT_FOR_SERVICES.Solid_Waste_RFBA.pdf	Solid Waste Contract	Cover Memo
 FInal_RFP.pdf	Solid Waste RFP	Cover Memo
 Waste_Pro_Pricing.pdf	Waste Pro Pricing	Backup Material

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made and entered into this ____ day of _____, 2020 ("Effective Date") between **The Town of Cornelius** ("Town") and **Waste Pro Corporation** ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of Contractor.** The Contractor agrees to provide for the collection and disposal of Solid Waste, Recyclables, Yard Waste, and Storm Debris and other additional collection and disposal services (collectively the "Services"), as more particularly described and in accordance with the terms and conditions stated herein attached hereto as Attachment A, the Cost/Fee Proposal as Exhibit 1 and the Town's Request for Proposals For Solid Waste Collection Services (the "RFP"), a copy of which is attached hereto and incorporated herein by reference as Exhibit 2. In the event of any conflict between any terms and conditions of the Contract, the terms and conditions most favorable to Town shall control.

The Contractor shall begin collection Services on July 1, 2020.

The Term of this Contract is set forth below.

The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services and has the qualifications submitted to the Town in its proposal, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. **Obligations of Town.** Town agrees to pay the Contractor for the Services in accordance with the Price and Scope Summary. The parties acknowledge that Town operates on a July 1-June 30 fiscal year and that operating funds are made available to Town on a year to year basis. Accordingly, see Section 7 of the Standard Terms and Conditions.
3. **Initial Term and Town Options to Extend.** The term of this Agreement and performance shall commence on the Effective Date and terminate on July 1, 2030 (the "Initial Term") unless this Contract is terminated earlier by Town as herein provided. This Contract may be renewed by the Town for two (2), five (5) year terms under the terms set forth herein, renewable one term at a time. The decision to renew will be solely the Town's. Notice of the intent to renew will be made at least sixty (60) days prior to the expiration of the initial term or the then current renewal term. In the event the Town does not opt to renew the contract or the Town and contractor are unable to reconfirm or renegotiate unit rates for another term, the Town shall have the option of extending this contract under the terms set forth herein for a period of six months total for the purpose of completion of Services started prior to current contract expiration or until a new contract can be established.

4. Project Coordinator. **Rodney Murray** is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Contractor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing. The Town may change the Project Coordinator by providing written notice to the Contractor.
5. Contractor Supervisor. **Eric Johnson** is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. The Contractor Supervisor may change the Contractor Supervisor by providing written notice to the Town.
6. Methods of Payment. Town will make payment after invoices are approved on a net 30 day basis. Promptly after the Effective Date, and in no event later than thirty (30) days of the Effective Date, the Contractor shall submit copies of standard billing forms and coordinate with the Town's Finance Department to establish mutually acceptable billing documents. The Town will retain full auditing rights of contractor's accounting records as they pertain to the Town's contract. Town will not pay for any Services in advance without the prior approval of the Finance Officer. After commencement of collection Services, Contractor shall submit invoices on the following schedule: by the fifteenth (15th) day of the month, beginning August 2020.
7. Notice. All notices, consents, waivers, and other communications under this Contract, including notification of incidents and liquidated damages as set forth in Section 6.37 of the Price and Scope Summary, must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) by electronic transmission to the email listed below, effective on confirmation of receipt by the sender of such transmission; or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate address set forth below (or to such other address as a Party may designate by notice to the other Party):

To Town:

Town of Cornelius
Attn: Tyler Beardsley, Assistant Town Manager
21455 Catawba Ave.
Cornelius, NC 28031
tbeardsley@cornelius.org
704.892.6031

To Contractor:

Waste Pro
Attn: Jennifer Herring
185 Manor Ave. SW
Concord, NC 28025
jherring@wasteprousa.com
704-255-3800

8. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A, attached hereto and incorporated herein by reference.
9. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

Attachment and Exhibit List:

Attachment A: Standard Terms and Conditions

Exhibit 1: Cost/Fee Proposal

Exhibit 2: RFP

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[SIGNATURES ON NEXT PAGE]

DRAFT

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract on the day and year first written above.

WASTE PRO, CORP.

Signature of Authorized Representative Date

Contractor's Federal Identification #

TOWN OF CORNELIUS

Town Manager Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Town Finance Officer Date

ATTACHMENT A

Standard Terms and Conditions

1. Entire Agreement. The terms and provisions set forth in the Contract, the Cost/Fee Proposal, the Scope of Services and Terms and the RFP (collectively, the "Contract Documents") shall constitute the entire agreement between Contractor and Town with respect to the purchase by Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to Town shall be deemed accepted by or binding on Town. Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by Town are subject to correction.
2. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to Town's accounts payable department with a copy to the Town Project Coordinator.
3. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
4. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
5. Conflict of Interest. Contractor represents and warrants that no member of Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
6. Gratuities to Town. The right of Contractor to proceed may be terminated by written notice if Town determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of Town in violation of policies of Town.
7. No Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town Contract or in connection with a subcontract relating to a Town Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to Town in writing the possible violation.
8. E-Verification. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
9. Indemnification. Contractor shall indemnify and hold harmless Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's breach of the terms and conditions of the Contract. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of Town in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
10. Insurance. Intentionally deleted. [See Price and Scope Summary]

11. Termination for Convenience. In addition to all of the other rights which Town may have to cancel this Contract, Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 180 days' notice in writing from Town to Contractor. If the Contract is terminated by Town in accordance with this paragraph, Contractor will be paid for services actually performed through the date of termination.
12. Termination for Default. Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to Town law or equity, Town may procure upon such terms as Town shall deem appropriate, Services substantially similar to those so terminated, in which case Contractor shall be liable to Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
13. Transition in Service. In the event services are terminated under this Agreement, either by reason of convenience, default or end of term, Contractor agrees to comply with all reasonable requests of the Town intended to effect a smooth transition of services and minimal inconvenience to customers served.
14. Contract Funding. It is understood and agreed between Contractor and Town that Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of Town for any payment may arise until funds are made available to Town's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. Town shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
15. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by Town to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
16. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after Town notifies Contractor in writing that a payment has been determined to be improper.
17. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of Town.
18. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
19. Contract Modifications. The Contract may be amended only by written amendment duly executed by both Town and Contractor.
20. Relationship of Parties. Contractor is an independent contractor and not an employee of Town. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and Town. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
21. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by Town.
22. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by Town, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by Town's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then Town shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
23. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.

24. **Background Checks.** At the request of Town's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to Town criminal background check and drug testing procedures.
25. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
26. **No Third-Party Benefits.** The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
27. **Force Majeure.** If Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of Town.
28. **Strict Compliance.** Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
29. **General Provisions.** Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, Town shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
30. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract. **Nondiscrimination.** During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
31. **Monitoring and Evaluation.** Contractor shall cooperate with Town, or with any other person or agency as directed by Town, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit Town to evaluate all activities conducted under the Contract. Town has the right at its sole discretion to require that Contractor remove any employee of Contractor from Town Property and from performing Services under the Contract following provision of notice to Contractor of the reasons for Town's dissatisfaction with the services of Contractor's employee.
32. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
33. **Inspection at Contractor's Site.** Town reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.



**TOWN OF CORNELIUS
REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION SERVICES**

Point of Contact:

Mr. Tyler Beardsley, Assistant Town Manager

21445 Catawba Avenue

P.O. Box 399

Cornelius, NC 28301

Email: TBeardsley@Cornelius.org

Ph. 704.892.6031

DEADLINE FOR SUBMISSION OF PROPOSALS:

2:00pm (EST) January 24, 2020

REQUEST FOR PROPOSAL (RFP)
SOLID WASTE COLLECTION SERVICES
RESPONSE FORM

“PROPOSAL SUBMISSION COVER FORM”

THIS PROPOSAL IS SUBMITTED TO THE TOWN OF CORNELIUS FOR SOLID WASTE COLLECTION SERVICES BY:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

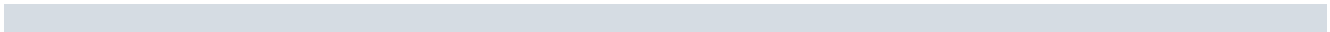
TITLE

DATE

I, the authorized representative set forth above hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the services as proposed if awarded the contract.

Signature: _____

Print Name: _____



BASE BID – Five (5) Year Term**COST / FEE PROPOSAL FORM****Proposers Name:****Solid Waste Services**

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP to include but not limited to: collection, disposal and processing of solid waste, yard waste, rollout cart management and the associated services. All billing will be in accordance with the monthly unit count and cost. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only; the Town makes no guarantee as to the number of units to be serviced. Prior to contract execution a final unit count will be established.

2019-2020

Estimated Residential Units: 8,500 - 10,500

Estimated Small Business Units: 350 - 500

Residential Weekly Containerized (96gl Rollout Carts) Household Trash Service

- | | |
|--|---------------------------------|
| 1. <u>8,500 – 9,500 Units Weekly Service</u> | Monthly Cost Per Unit: |
| Collection of Containerized Household Trash (One (1) Rollout Cart): | <input type="text" value="\$"/> |
| 2. <u>9,501 – 10,500 (plus) Units Weekly Service</u> | Monthly Cost Per Unit: |
| Collection of Containerized Household Trash: (One (1) Rollout Cart): | <input type="text" value="\$"/> |

Residential Bi-Weekly Containerized Recycling Service

- | | |
|---|---------------------------------|
| 3. <u>8,500 – 9,500 Units Bi-Weekly Service</u> | Monthly Cost Per Unit: |
| Collection of Containerized Household Recycling Materials: (1 Rollout Cart) | <input type="text" value="\$"/> |
| 4. <u>9,501 – 10,500 (plus) Units Bi-Weekly Service</u> | Monthly Cost Per Unit: |
| Collection of Containerized Household recycling materials: (1 Rollout Cart) | <input type="text" value="\$"/> |

Residential Weekly Collection of Yard Waste Service

- | | |
|---|---------------------------------|
| 5. <u>7,500 – 8,500 Units Weekly Service</u> | Monthly Cost Per Unit: |
| Collection of Yard Waste Materials: | |
| Note: Include Any Disposal Cost within this Cost per Unit Monthly Fee | <input type="text" value="\$"/> |
| 6. <u>8,501 – 9,500 (plus) Units Weekly Service</u> | Monthly Cost Per Unit: |
| Collection of Yard Waste Materials: | <input type="text" value="\$"/> |

Continuation: Base Bid: Five (5) Year Term:

Small Business (250-500) Units**Monthly Cost per Unit:**Each Unit: **Two (2)** 96 gl. Rollout Carts (Trash) & **One (1)** 96 gl. Rollout Cart (Recycling)

7. **Weekly** Collection of Containerized Trash
(Two (2) Rollout Carts):

\$

- Bi-Weekly** Collection of Containerized Recycling Materials
(One (1) Rollout Cart)

\$ **Dumpsters Service: (Multi-Family Locations & Businesses Options)****Cost Per Service:**

8. Two (2) Cubic Yard Dumpster (MSW)

\$

9. Four (4) Cubic Yard Dumpster (MSW)

\$

10. Six (6) Cubic Yard Dumpster (MSW)

\$

11. Eight (8) Cubic Yard Dumpster (MSW)

\$ **Trash Compactor – Windward Multi-Family Unit****Cost Per Service:**

12. Thirty-Four (34) Cubic Yard (MSW Compactor)
Proposer will provide a New Compactor (Town Approved)

\$ **Monthly Rental:**\$

ALTERNATE BID (1) – Five (5) Year Term

Includes: Section 6.28: New Collection Vehicles

Section 6.31: Service Verification and Asset Management: Automated Vehicle Locator System (AVL)

COST / FEE PROPOSAL FORM

Proposers Name: _____

Solid Waste Services

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP to include but not limited to: collection, disposal and processing of solid waste, yard waste, rollout cart management and the associated services. All billing will be in accordance with the monthly unit count and cost. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only; the Town makes no guarantee as to the number of units to be serviced. Prior to contract execution a final unit count will be established.

2019-2020

Estimated Residential Units: 8,500 - 10,500

Estimated Small Business Units: 350 - 500

Residential Weekly Containerized (96gl Rollout Carts) Household Trash Service

13. **8,500 – 9,500 Units Weekly Service** **Monthly Cost Per Unit:**
Collection of Containerized Household Trash - One (1) Rollout Cart:

14. **9,501 – 10,500 (plus) Units Weekly Service** **Monthly Cost Per Unit:**
Collection of Containerized Household Trash - One (1) Rollout Cart:

Residential Bi-Weekly Containerized Recycling Service

15. **8,500 – 9,500 Units Bi-Weekly Service** **Monthly Cost Per Unit:**
Collection of Containerized Household Recycling Materials:
One (1) Rollout Cart

16. **9,501 – 10,500 (plus) Units Bi-Weekly Service** **Monthly Cost Per Unit:**
Collection of Containerized Household recycling materials:
One (1) Rollout Cart

Residential Weekly Collection of Yard Waste Service

17. **7,500 – 8,500 Units Weekly Service** **Monthly Cost Per Unit:**
Collection of Yard Waste Materials:

18. **8,501 – 9,500 (plus) Units Weekly Service** **Monthly Cost Per Unit:**
Collection of Yard Waste Materials:

Continuation: Alternate Bid 1: Five (5) Year Term:

Small Business (350-500) Units**Monthly Cost per Unit:**

Each Unit: **Two (2)** 96 gl. Rollout Carts (Trash) & **One (1)** 96 gl. Rollout Cart (Recycling)

19. **Weekly** Collection of Containerized Trash (Two (2) Rollout Carts):

\$

Bi-Weekly Collection of Containerized Recycling Materials
One (1) Rollout Cart

\$

Dumpsters Service: (Multi-Family Unit Locations & Businesses Options)**Cost Per Service:**

20. Two (2) Cubic Yard Dumpster (MSW)

\$

21. Four (4) Cubic Yard Dumpster (MSW)

\$

22. Six (6) Cubic Yard Dumpster (MSW)

\$

23. Eight (8) Cubic Yard Dumpster (MSW)

\$

Trash Compactor – Windward Multi-Family Unit**Cost Per Service:**

24. Thirty-Four (34) Cubic Yard (MSW Compactor)
Proposer will provide a New Compactor – (Town Approved)

\$

Monthly Rental:

\$

ALTERNATE BID (2) – Ten (10) Year Term

Includes: Section 6.28: New Collection Vehicles

Section 6.31: Service Verification and Asset Management: Automated Vehicle Locator System (AVL)

COST / FEE PROPOSAL FORM

Proposers Name: _____

Solid Waste Services

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP to include but not limited to: collection, disposal and processing of solid waste, yard waste, rollout cart management and the associated services. All billing will be in accordance with the monthly unit count and cost. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only; the Town makes no guarantee as to the number of units to be serviced.

Prior to contract execution a final unit count will be established.

2019-2020

Estimated Residential Units: 8,500 - 10,500

Estimated Small Business Units: 350 - 500

Residential Weekly Containerized (96gl Rollout Carts) Household Trash Service

25. <u>8,500 – 9,500 Units Weekly Service</u>	Monthly Cost Per Unit:	
Collection of Containerized Household Trash (One (1) Rollout Cart):	<table border="1"><tr><td>\$</td></tr></table>	\$
\$		

26. <u>9,501 – 10,500 (plus) Units Weekly Service</u>	Monthly Cost Per Unit:	
Collection of Containerized Household Trash (One (1) Rollout Cart):	<table border="1"><tr><td>\$</td></tr></table>	\$
\$		

Residential Bi-Weekly Containerized (96gl Rollout Cart) Recycling Service

27. <u>8,500 – 9,500 Units Bi-Weekly Service</u>	Monthly Cost Per Unit:	
Collection of Containerized Household Recycling Materials: One (1) Rollout Cart	<table border="1"><tr><td>\$</td></tr></table>	\$
\$		

28. <u>9,501 – 10,500 (plus) Units Bi-Weekly Service</u>	Monthly Cost Per Unit:	
Collection of Containerized Household recycling materials: One (1) Rollout Cart	<table border="1"><tr><td>\$</td></tr></table>	\$
\$		

Residential Weekly Collection of Yard Waste Service

29. <u>7,500 – 8,500 Units Weekly Service</u>	Monthly Cost Per Unit:	
Collection of Yard Waste Materials:	<table border="1"><tr><td>\$</td></tr></table>	\$
\$		

30. <u>8,501 – 9,500 (plus) Units Weekly Service</u>	Monthly Cost Per Unit:	
Collection of Yard Waste Materials:	<table border="1"><tr><td>\$</td></tr></table>	\$
\$		

Continuation: Alternate Bid (2): Ten (10) Year Term

Small Business (350-500) Units**Monthly Cost per Unit:****Two (2)** 96 gl. Rollout Carts (Trash) & **One (1)** 96 gl. Rollout Cart (Recycling)31. **Weekly** Collection of Containerized Trash (Two (2) Rollout Carts):

\$

Bi-Weekly Collection of Containerized Recycling Materials:

One (1) Rollout Cart

\$

Dumpsters Service: (Town and Multi-Family locations)**Cost Per Service:**32. Two (2) Cubic Yard Dumpster (MSW)

\$

33. Four (4) Cubic Yard Dumpster (MSW)

\$

34. Six (6) Cubic Yard Dumpster (MSW)

\$

35. Eight (8) Cubic Yard Dumpster (MSW)

\$

Trash Compactor – Windward Multi-Family Unit**Cost Per Service:**

36. Thirty-Four (34) Cubic Yard (MSW Compactor)

Proposer will provide a New Compactor – (Town Approved)

\$

Monthly Rental:

\$

ALTERNATE BID (2A) – Ten (10) Year Term

Includes: Section 6.28: New Collection Vehicles with no age limit on vehicles

Section 6.31: Service Verification and Asset Management: Automated Vehicle Locator System (AVL)

COST / FEE PROPOSAL FORM

Proposers Name: _____

Solid Waste Services

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP to include but not limited to: collection, disposal and processing of solid waste, yard waste, rollout cart management and the associated services. All billing will be in accordance with the monthly unit count and cost. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only; the Town makes no guarantee as to the number of units to be serviced.

Prior to contract execution a final unit count will be established.

2019-2020

Estimated Residential Units: 8,500 - 10,500

Estimated Small Business Units: 350 - 500

Residential Weekly Containerized (96gl Rollout Carts) Household Trash Service

37. 8,500 – 9,500 Units Weekly Service Monthly Cost Per Unit:

Collection of Containerized Household Trash (One (1) Rollout Cart):

\$

38. 9,501 – 10,500 (plus) Units Weekly Service Monthly Cost Per Unit:

Collection of Containerized Household Trash (One (1) Rollout Cart):

\$

Residential Bi-Weekly Containerized (96gl Rollout Cart) Recycling Service

39. 8,500 – 9,500 Units Bi-Weekly Service Monthly Cost Per Unit:

Collection of Containerized Household Recycling Materials:
One (1) Rollout Cart

\$

40. 9,501 – 10,500 (plus) Units Bi-Weekly Service Monthly Cost Per Unit:

Collection of Containerized Household recycling materials:
One (1) Rollout Cart

\$

Residential Weekly Collection of Yard Waste Service

41. 7,500 – 8,500 Units Weekly Service Monthly Cost Per Unit:

Collection of Yard Waste Materials:

\$

42. 8,501 – 9,500 (plus) Units Weekly Service Monthly Cost Per Unit:

Collection of Yard Waste Materials:

\$

Continuation: Alternate Bid (2): Ten (10) Year Term

Small Business (350-500) Units**Monthly Cost per Unit:****Two (2)** 96 gl. Rollout Carts (Trash) & **One (1)** 96 gl. Rollout Cart (Recycling)43. **Weekly** Collection of Containerized Trash (Two (2) Rollout Carts):

\$

Bi-Weekly Collection of Containerized Recycling Materials:

One (1) Rollout Cart

\$

Dumpsters Service: (Town and Multi-Family locations)**Cost Per Service:**44. Two (2) Cubic Yard Dumpster (MSW)

\$

45. Four (4) Cubic Yard Dumpster (MSW)

\$

46. Six (6) Cubic Yard Dumpster (MSW)

\$

47. Eight (8) Cubic Yard Dumpster (MSW)

\$

Trash Compactor – Windward Multi-Family Unit**Cost Per Service:**

48. Thirty-Four (34) Cubic Yard (MSW Compactor)

Proposer will provide a New Compactor – (Town Approved)

\$

Monthly Rental:

\$

ALTERNATE BID (3) – Ten (10) Year Term with Base Bid software (Web Portal Only)**Includes: Section 6.28: New Collection Vehicles****COST / FEE PROPOSAL FORM****Proposers Name:** _____**Solid Waste Services**

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP to include but not limited to: collection, disposal and processing of solid waste, yard waste, rollout cart management and the associated services. All billing will be in accordance with the monthly unit count and cost. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only; the Town makes no guarantee as to the number of units to be serviced.

Prior to contract execution a final unit count will be established.

2019-2020

Estimated Residential Units: 8,500 - 10,500

Estimated Small Business Units: 350 - 500

Residential Weekly Containerized (96gl Rollout Carts) Household Trash Service

- | | | |
|---|--|----|
| 1. <u>8,500 – 9,500 Units Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Containerized Household Trash (One (1) Rollout Cart): | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |
| 2. <u>9,501 – 10,500 (plus) Units Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Containerized Household Trash (One (1) Rollout Cart): | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |

Residential Bi-Weekly Containerized (96gl Rollout Cart) Recycling Service

- | | | |
|--|--|----|
| 3. <u>8,500 – 9,500 Units Bi-Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Containerized Household Recycling Materials:
One (1) Rollout Cart | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |
| 4. <u>9,501 – 10,500 (plus) Units Bi-Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Containerized Household recycling materials:
One (1) Rollout Cart | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |

Residential Weekly Collection of Yard Waste Service

- | | | |
|--|--|----|
| 5. <u>7,500 – 8,500 Units Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Yard Waste Materials: | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |
| 6. <u>8,501 – 9,500 (plus) Units Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Yard Waste Materials: | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |

Continuation: Alternate Bid (2): Ten (10) Year Term**Small Business (350-500) Units****Monthly Cost per Unit:**

Two (2) 96 gl. Rollout Carts (Trash) & **One (1)** 96 gl. Rollout Cart (Recycling)

7. **Weekly** Collection of Containerized Trash (Two (2) Rollout Carts):

\$

Bi-Weekly Collection of Containerized Recycling Materials:
One (1) Rollout Cart

\$

Dumpsters Service: (Town and Multi-Family locations)

Cost Per Service:

8. Two (2) Cubic Yard Dumpster (MSW)

\$

9. Four (4) Cubic Yard Dumpster (MSW)

\$

10. Six (6) Cubic Yard Dumpster (MSW)

\$

11. Eight (8) Cubic Yard Dumpster (MSW)

\$

Trash Compactor – Windward Multi-Family Unit

Cost Per Service:

12. Thirty-Four (34) Cubic Yard (MSW Compactor)

Proposer will provide a New Compactor – (Town Approved)

\$

Monthly Rental:

\$

BID BOND:

The Proposer must submit as part of its proposal a bid bond or irrevocable letter of credit for the amount of: Seventy-Five Thousand Dollars (\$75,000). The bid bond is intended to ensure that the Proposer, if awarded the Contract, will execute the same and will timely furnish the required Performance Bond, evidence of Insurance, and other required documents. The bid bond or letter of credit will be released after final selection for unsuccessful Proposers and upon execution of the Contract for the successful Proposer.

Date_____

Signature_____

Print Name_____

Landfill Disposal and Processing Charges / Fees

Disposal Charges & Fees

All disposal charges, fees and policies and procedures will be according to the Mecklenburg County Solid Waste Management Department and the Adopted Annual Fee Schedule. All wastes collected shall be accepted by and unloaded at a facility that is approved and permitted by the State of North Carolina. The Proposer shall accept title to the collected Municipal Solid Waste (MSW), yard waste and recycling materials upon collection and placement into the Proposer's collection vehicles until deposited at the approved designated facility. All materials shall be taken to Mecklenburg County approved facilities.

Proposer will be responsible for all: Municipal Solid Waste (MSW) / Household Trash, Yard Waste and Recycling Materials disposal and/or processing charges.

Exhibit G: Disposal Site Locations

Exhibit M: Mecklenburg County Solid Waste Inter-Local Agreement

Town of Cornelius

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Schedule of Events: Exhibit B

Form of Reference: Exhibit C

Contract: Exhibit D

Multi-Family Units Dumpster Locations: Exhibit E

Multi-Family Units Rollout Carts “Corral” Locations: Exhibit F

Disposal Site Locations: Exhibit G

Route Maps: Exhibit H

NC Solid Waste Annual Report: Exhibit I

Town Festivals & Events List: Exhibit J

Town Facilities Service: Exhibit K

Neighborhoods without Yard Waste Collection: Exhibit L

Mecklenburg County Solid Waste Agreement: Exhibit M

Definitions of Terms: Exhibit N

1 INTRODUCTION AND BACKGROUND

1.1 The Town of Cornelius ("Town") is seeking a qualified contractor to perform solid waste collection services and undertake other obligations set forth in this Request for Proposals ("RFP"). The Town intends to provide curbside or alley solid waste, yard waste, recycling material and dumpster collection services for its residents and specified small commercial business units. Respondents to this RFP (each a "Proposer") will be bound through a contract (the "Contract") to the terms and conditions of this RFP. The Contract shall contain terms and conditions substantially similar to those set forth in the RFP. Any proposed revisions to the RFP must be submitted as part of the Proposer's proposal and must be clearly marked or listed as revisions to the RFP. The Town may reject any proposed revision to the RFP or declare the proposal.

1.2 Currently, the Town provides solid waste collection and related services to residents and specified small commercial business units with a private sector solid waste management company. The Town is located within Mecklenburg County, North Carolina. The Town has a population of approximately 31,700. The successful Proposer will be required to perform those services set forth in the RFP. Proposers are responsible for familiarizing themselves with the Service Requirements and the Service Locations. Proposers are solely responsible for inspecting / reviewing locations prior to submitting a response to the RFP in order to be fully aware of the scope of services required. Failure to inspect or conduct other due diligence will not relieve the successful Proposer from performing in accordance to this RFP.

1.3 **CONTRACT FORM:** The Town desires to promptly approve and sign a contract after a decision has been made to award. Company awarded the contract is expected to promptly sign the contract in the form attached hereto as Exhibit D. Any requested changes to this contract form should be provided with your response. If awarded a contract, your company will need to provide (with the signed contract) a certificate of insurance evidencing compliance with insurance requirements.

1.4 **AWARD:** Town reserves the right to award this project in a method considered to be most advantageous. This includes the right to issue single award, multiple awards, or reject all bids. The Town is not required to award a contract. Without limiting the foregoing, because this is not a contract that is required to be informally bid by applicable North Carolina statute, then the Town reserves the right to negotiate with any responders on any contract matter including price.

1.5 This RFP contains several documents that are intended to give Proposers important information about the Town's solid waste collection practices. These documents exhibits are:

Scope of Services and Terms; Exhibit A

Schedule of Events; Exhibit B

Form of Reference; Exhibit C

Contract; Exhibit D

Multi-Family Units Dumpster Locations; Exhibit E

Multi-Family Units Rollout Carts "Corral" Locations; Exhibit F

Disposal Site Locations; Exhibit G

Route Maps; Exhibit H

NC Solid Waste Annual Report; Exhibit I

Town Festivals & Events List; Exhibit J

Town Facilities Service; Exhibit K

Neighborhoods without Yard Waste Collection, Exhibit L

Mecklenburg County Solid Waste Agreement; Exhibit M

Definitions of Terms; Exhibit N

NOTE: The Town does not warrant that the above exhibits are free from errors.

2 Request for Proposal (RFP) TERMS AND FORMALITIES

2.1 ***Proposal Overview.*** This RFP requires a Proposal that addresses Municipal Solid Waste Collection Services:

2.1.1 ***A Bid on the Services.*** The successful Proposer must include all facilities, labor, materials, equipment, and supplies to perform the Services as specified in this RFP.

This RFP is comprised of the base RFP with two (2) Alternate Bids and documents those exhibits incorporated herein, and any addenda released before Contract award. All exhibits and addenda released for this RFP in advance of any contract award will be incorporated herein by reference. By submitting a proposal, the Proposer agrees to meet all terms and conditions stated in this RFP. If a Proposer is unclear about a requirement or specification or believes a change to a requirement would allow for the Town to receive a better proposal, the Proposer should submit a question during the question and answer period. Exceptions or modifications to this RFP's terms and conditions made by a Proposer are void and will not be considered by the Town. In addition, the Town may reject as nonresponsive any proposal making material exceptions or modifications to the RFP.

2.2 ***Term of Contract: (Options; five (5) or ten (10) Year Term).***

It is the Town's intent to enter into a single, exclusive solid waste services agreement ("Contract") with a selected Proposer to provide the Service Requirements, as set forth in this RFP. The Town intends to enter into a Contract with a: five (5) or ten (10) year initial term with the option to extend the Contract for two (2) additional five (5) year periods, such option being exercised upon the mutual agreement of the Town and the Proposer selected.

2.3 ***General Scope of RFP***

2.3.1 This RFP serves two functions: (1) to advise potential Proposers of the Town's needs and expectations; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the RFP shall be enforceable as contract terms in accordance with the Contract award. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.

2.3.2 In determining whether proposals should be evaluated or rejected, the Town will take into consideration the degree to which Proposers have proposed or failed to propose solutions that will satisfy the Town's needs as described in this RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Proposer from consideration. However, failure to comply with any single requirement may result in the Town exercising its discretion to reject a proposal in its entirety.

2.4 ***Questions, Corrections, and Addenda to the RFP***

All questions regarding this RFP, the Services identified herein, or any request for additional data or information must be submitted in writing by January 10, 2020. All questions **must** be sent to Assistant Town Manager, Tyler Beardsley via: email to tbeardsley@cornelius.org. All official bid addendums and/or corrections will be posted on the Town of Cornelius website www.cornelius.org. Answer to questions will be provided to all bidders.

Proposers who submit a notice of intent to bid by email to: tbeardsley@cornelius.org will receive any addenda by email as a courtesy. However, the Town will not be responsible for emails that are delayed, not sent, or not received. Each Proposer is responsible for ensuring it has reviewed all RFP Addenda, and the Town is not responsible for technological or other problems that might

prevent the Proposer from accessing or reviewing the RFP Addenda that are not the result of the Town's gross negligence.

2.5 Submission of Proposal

Deadline for Submission of Proposals: **January 24, 2020 at 2:00 pm (EST)** Proposals will NOT be opened and read aloud.

Proposals must be sealed, appropriately marked and submitted in hard copy. Electronic responses by email or fax will not be considered. Proposals must be addressed as follows:

*PROPOSAL: Residential Solid Waste Services
Town of Cornelius
Attn: Tyler Beardsley, Assistant Town Manager
21445 Catawba Avenue
Cornelius, NC 28031*

All proposals must be physically delivered to the office address listed above on or before the proposal deadline regardless of the method of delivery. All risk of late arrival due to unanticipated delay; whether delivered by hand, U.S. Postal Service, courier or other delivery service, is entirely on the Vendor. Any proposal received after the proposal submission deadline will be rejected.

Submit one (1) set of signed, original proposal cover forms (technical and cost), three (3) photocopies of the proposal package, and one (1) electronic copy. The electronic copy of the proposal must be provided on a separate flash drive. The files must not be password protected, must be in .PDF or .XLS format, and must be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Proposers are to submit written proposals which present the firm's qualifications and understanding of the Service Requirements. The proposal should be prepared simply and economically and should provide all the information which the Proposer considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content.

2.6 Pricing

Proposal price shall constitute the total cost to the Town for complete performance in accordance with the requirements and specifications herein, including all applicable charges related to handling, administrative and other similar fees. Proposer shall not invoice for any amounts not specifically allowed for in this RFP and the Contract. Proposer's pricing structure must be included in Proposer's response to this RFP to include the Base Bid, Alternate Bid 1, Alternate Bid 2, Alternate Bid 2A, and Alternate Bid 3. All Pricing will be based on Unit Count as provided by the Town and Unit Rate / Pricing.

2.6.1 Pricing and Invoicing: Additional Services – (Subscription Accounts)

Additional Services: Residential, Multi-Family and Small Commercial Business Units may request additional services that exceed the Town provided services. The Proposer pricing structure and rates for subscription additional requested services shall be at the established Town rates/prices. The additional subscription services requested shall be invoiced / billed by the Proposer directly to the Customer (residential, multi-family and/or small commercial business units).

The Town recognizes within the service area (Exhibit H-Route Maps) multiple Residential, Multi-Family and/or Small Commercial Business Units may exceed the Towns allowable rollout carts quantities:

Allowable Rollout Cart Residential:

- One (1) Household Trash Rollout 96 gallon Rollout Cart
- One (1) Recycling 64 or 96 gallon Rollout Cart

Allowable Rollout Carts Small Commercial Business Units:

- Two (2) Trash (MSW)
- One (1) Recycling

The Town desires to correct this rollout cart service overage issue within the service area therefore;

The Proposer for the first ninety (90) days of the contract will continue to service all Residential, Multi-Family and Small Commercial Business Units with existing excessive number of Rollout Carts.

During this ninety (90) day period the Proposer shall identify all units that exceed the Town service level agreement(s) or Allowable Rollout Carts.

Prior to July 31, 2020 the Proposer shall provide the Town with:

- Physical Addresses of all Units exceeding the allowable Rollout Carts
- If the location is: Residential, Multi-Family or Small Commercial Business Unit
- Size (64 or 96 gallon) and Type (Household Trash or Recycling) of all Rollout Carts that exceed the allowable quantity.

Prior to August 31, 2020 the Proposer shall provide all Residential, Multi-Family and/or Small Commercial Business Units that exceed the Allowable Rollout Cart Quantity (per contract):

- Proposals (via: USPS) to provide the additional solid waste collection services (rollout carts) at the existing Town rates/pricing. The Proposer to copy the Town (via. email) all proposals.

Subsequently or after the ninety (90) day (October 1, 2020) transitional period the Proposer shall remove all excessive (per agreement) Town identified and owned rollout carts.

At any time Residential, Multi-Family and Small Commercial Business Unit may request additional rollout cart(s) from the Proposer. The additional rollout cart supplied to the Residential, Multi-Family and Small Commercial Business Units will **not be** Town owned or identified as a "Town" Rollout Cart.

Invoicing: The Proposer shall directly invoice (subscription account) the Residential, Multi-Family and Small Commercial Business Unit, at the Town current rate(s) for any Solid Waste Collection Services exceeding the service levels and/or quantities within the RFP and Executed Contract.

Dumpster: (Subscription Accounts)

Invoicing: The Proposers "Dumpster" rates shall be offered as a "subscription account" to Residential, Multi-Family and/or Commercial Businesses within the Town Service Area. The Proposer shall invoice any additional Dumpster Services directly (subscription account) to the customer, at the Town current Dumpster rate(s).

2.7 *Proposer Due Diligence and Pre-Proposal Meeting*

2.7.1 A pre-proposal meeting will be held on January 7, 2020: Time: 10:00 AM Location: 21445 Catawba Avenue, Cornelius, NC. The Town may hold additional pre-proposal meetings in its sole discretion. Each Proposer shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proposer shall thoroughly examine and be familiar with this RFP and all exhibits.

2.7.2 It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work from the Town or through its own independent assessment.

2.7.3 The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or to become acquainted with conditions existing, shall in no way relieve the Proposer of any obligations with respect to this RFP. Proposers shall make their own determination as to conditions, under which the Services will be provided, and each shall assume all risk and responsibility and shall complete the work in and under conditions the Proposer may encounter or create, without extra cost to the Town.

2.8 *Legal Compliance.* All applicable North Carolina laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Services shall apply to this RFP and the Contract throughout, and they will be deemed to be included in this RFP and the Contract as though written out in full in the Contract.

2.9 *Non-Discrimination.* The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.10 *Modification or Withdrawal of Proposal.* A Proposer may withdraw a proposal by written notice to the proposal submission address prior to the proposal submission deadline. A Proposer may not withdraw or modify its proposal after the proposal submission deadline.

2.11 **Duration of Bid.** Each Proposer shall be bound by its proposal for a period of one hundred and eighty (180) calendar days from the proposal submission deadline.

2.12 **Bid Bond.** The Proposer must submit as part of its proposal a bid bond or irrevocable letter of credit for the amount of: Seventy-Five Thousand Dollars (\$75,000). The bid bond is intended to ensure that the Proposer, if awarded the Contract, will execute the same and will timely furnish the required Performance Bond, evidence of Insurance, and other required documents. The bid bond or letter of credit will be released after final selection for unsuccessful Proposers and upon execution of the Contract for the successful Proposer.

2.13 **Trade Secrets.** The Town will maintain confidential trade secrets that the Proposer does not wish disclosed only to the extent allowed by N.C. law, including without limitation North Carolina G.S. § 32-1.2 et seq.

2.13.1 Cost information shall not be deemed confidential under any circumstances. Regardless of what a Proposer may mark, indicate or label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with North Carolina G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Proposer that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under North Carolina G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential as much as possible.

2.14 **Prohibited Communications**

2.14.1.1 During the time the procurement is active - from the date the RFP is issued through the date the Contract is awarded - each Proposer submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside the Town other than the Town Manager, Assistant Town Manager, the Town's legal counsel and DavenportLawrence including individual elected officials) if the communication refers to the content of Proposer's proposal or qualifications, the contents of another Proposer's proposal, another Proposer's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract.

2.14.1.2 A Proposer not in compliance with this provision shall be disqualified from contract award, unless it is determined in the Town's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of Town would not be served by the disqualification. A Proposer may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active. Only those discussions, communications or transmittals of information authorized or initiated by the Town for this RFP or general inquiries directed to the Town regarding status of the RFP (prior to proposal submission) or the status of the Contract award (after submission) are excepted from this provision.

2.15 ***Pre-Contract Expenses.*** In no event shall the Town be liable for any expenses incurred in the preparation of a Proposer's proposal or any other expenses incurred prior to execution of a Contract by both parties.

2.16 ***Proposer's Warranties and Representations***

2.16.1 Proposer warrants and represents that it will provide qualified personnel to provide Services under the Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

2.16.2 Proposer represents that it can fully furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Proposer to provide and deliver the Services.

2.16.3 Proposer warrants and represents that it has not and will not enter any agreement with a third party that may abridge any rights of the Town under this RFP or the Contract.

2.16.4 Proposer warrants and represents that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Proposer has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Proposer that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

2.17 ***Disqualification of Proposers***

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of his Proposal

- Evidence of collusion among Proposers.
- Lack of competency as availed by financial statements, experience or equipment statements as submitted or other factors.
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or investigated by the Town.
- Default on a previous Town contract for failure to perform.

Submittal of fraudulent information or misrepresentation of the Proposer's capabilities and experience.

3 PROPOSAL FORMAT (Base Bid and Alternate Bid 1, 2, 2A, & 3)

The proposal consists of two parts:

- Cost Proposal shall be submitted using the form included in the front of this RFP.
- Technical Proposal containing the tabs as required below.

Proposers must submit the Cost Proposal in a sealed envelope and must not disclose the Cost Proposal as part of the Technical Proposal.

Proposers must submit the RFP Response Form and the Cost Proposal Form included in the front of this RFP.

4 TECHNICAL PROPOSAL

The Technical Proposal will be evaluated based on the following tabbed information:

TAB 1 – EXECUTIVE SUMMARY

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – EXPERIENCE AND PAST PERFORMANCE

Proposer should clearly and succinctly demonstrate its experience in providing the services requested in this RFP. This section of the proposal must, at a minimum, include the following information.

- a) **Qualifications and Resumes:** Proposer should demonstrate the company's qualifications and experience to perform the services specified herein. Proposer should demonstrate that key personnel have at least five (5) years of experience providing the services requested herein. Key personnel include the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions, as well as individuals directly responsible for services provided to the Town.
- b) **Service Performance and References:** Proposer should demonstrate its relevant experience successfully providing solid waste, yard waste and recyclables roll cart collection, rollout cart management and dumpster services to residential, multi-family, and small commercial customers within the past five (5) years. Proposer should provide four (4) references, preferably public-sector customers from North Carolina, for which the Proposer is or has provided services similar to those required herein using the provided reference forms in Exhibit C. Proposer should provide any additional, relevant information to demonstrate the quality of its services.
- c) **Service Transition History:** Proposer should demonstrate its experience with transitioning into providing roll cart collection service to residential, multi-family, and small commercial customers by supplanting another provider. Proposer should provide any additional, relevant information to demonstrate successful ability to transition services.

Proposer should identify its service transition project manager for the Town. Proposer should demonstrate that the service transition project manager for this Contract has experience providing successful service transitions.

- d) **Non-Performance History:** Proposer should document its past performance history by providing a description of all criminal actions against the Proposer pertaining to solid waste services during the last five (5) years. Proposer should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated costs related to solid waste services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. Performance history may be limited to North Carolina; however, if Proposer has no existing service history within North Carolina, then nationwide performance history must be submitted. If there are no such actions, Proposer should so state.
- e) **Financial Capability:** Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the Town's satisfaction, the Town reserves the right to request additional information.
- f) **Previous Experience:** Proposer shall identify if it has previously provided services for the Town, what services have been provided, and the term of such services. Any previous partnership with the Town will be evaluated and considered as part of the qualification criteria.

TAB 3 – SCOPE OF WORK PROPOSAL

Proposer should clearly describe in sufficient detail how it will perform the Services required in this RFP. The Town is looking for proposals that maintain a high level of customer service while maximizing efficiency and cost-effectiveness. This section of the proposal should, at a minimum, include the following information.

- a) **Collection Services:** Proposer should explain how it plans to provide collection services at least as comprehensive as those services currently being provided by the Town as described in this RFP (see especially Section 6 of this RFP). At a minimum, Proposers should describe the primary methods by which the Services will be provided; a list of the types (make and model) and number of vehicles that would be used to provide collection services; number of routes, number of collection staff; how materials would be handled following collection; customer service process including number of staff; and any other details pertinent to fulfilling the requirements of this RFP.
- b) **Customer Service:** Proposer should explain how it plans to maintain customer service and satisfaction throughout the Contract term.

- c) **Call Center.** Proposals must explain how Proposer will allow Town access to the Proposers Work Order Management – Customer Service System.
- d) **Transition Management:** Proposer should explain how it plans to manage the transition into providing these services. Solutions for potential critical path issues should be identified such as anticipated delay in receiving, vehicles, acquiring labor, etc.
- e) **Information Management:** Proposers should describe in detail how it plans to record, manage, and report information.
- f) **Organization:** Proposer should include a project organization chart indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Proposer should identify any sub-proposers it intends to employ and describe the specific work that would be performed by each sub-proposer.

The Proposer is encouraged to provide additional information that the Town should consider to accomplish its objectives.

5 SELECTION PROCESS

5.1 The award will be made to the Proposer submitting the proposal which is in the best interest of the Town and in the Town's best business judgement. ***This includes the right to issue single award, multiple awards, or reject all bids. The Town is not required to award a contract. Without limiting the foregoing, because this is not a contract that is required to be informally bid by applicable North Carolina statute, then the Town reserves the right to negotiate with any responders on any contract matter including price.***

5.2 The Town may allow presentations and conduct interviews (tentatively scheduled February 3-7, 2020) of one or more Proposers.

5.3 The Town Manager will evaluate all Proposals and then make a recommendation to the Town Council. The recommendation could include selection of a Proposer, rejection of all proposals, or other action the Town Manager deems appropriate.

EXHIBIT A

6 SCOPE OF SERVICE & TERMS

Proposer shall provide the collection services (as determined by the Town) described below within the Service Area in accordance with this RFP and the final Contract. All residential services (household trash, recycling and yard waste) shall be accomplished on the same service day.

6.1 ***The Service Area, defined by the Town Municipal Boundaries/Route Map; Exhibit H***

6.2 ***Collection Services & Options***

Proposer shall provide the following services as designated by the Town:

- Weekly: Residential Municipal Solid Waste (MSW) Household Trash Collections
 - Backdoor Service– (as identified by the Town)
- Weekly: Small Business (MSW) Collections
- Bi-Weekly: Residential Units Recycling Collection
 - Backdoor Service – (as identified by the Town)
- Bi-Weekly: Small Commercial Business Units Recycling Collection
- Weekly: Residential Yard Waste Debris (loose)
- Dumpster Service – (as identified by the Town)
- Rollout Cart Management: Issuance, Maintenance & Repairs
- Town Facilities (No Charge)
- Town Events – Festivals (No Charge)

6.3 ***Residential Containerized Municipal Solid Waste ("MSW")-Weekly***

Proposer shall provide weekly curbside collection service of Household Trash (MSW) to Residential Units with one (1) 96 gallon rollout cart, located within the Service Area. Proposer shall provide and utilize appropriate collection equipment to collect and deliver Household Trash (MSW) to the designated landfill disposal facility. Proposer shall provide Residential Units Household Trash (MSW) collection once per week (in the service area). Any occasional contained overflow placed on top or to the side of the rollout cart must be collected. The household trash (MSW) must be containerized in trash containers or bags. The trash containers or bags shall not exceed 50 pounds.

The MSW rollout cart must be placed curbside or no more than five (5) feet from the street or alley.

6.4 *Small Commercial Business Units Municipal Solid Waste ("MSW")-Weekly*

Proposer shall provide curbside collection service of Trash (MSW) to Small Commercial Business Units with two (2) 96 gallon rollout carts, located within the Service Area and identified by the Town. Proposer shall provide and utilize appropriate collection equipment to collect and deliver Trash (MSW) to the designated landfill disposal facility. Proposer shall provide Small Commercial Business Units Trash (MSW) collection once per week (in the service area). Any occasional contained overflow placed on top or to the side of the rollout cart must be collected. The trash (MSW) must be containerized in trash containers or bags. The trash containers or bags shall not exceed 50 pounds.

The MSW rollout cart must be placed curbside or no more than five (5) feet from the street or alley

6.5 *Residential Back/Side Door or Corral Collection Service Household Trash (MSW)-Weekly*

Proposer shall provide Back/Side Door Collection service to those Residential Units where no one is physically able to place One (1) 96 gallon rollout cart curbside. Customers must establish eligibility to receive this service by every other year submitting a physician's statement to the Town, in a form acceptable to the Town.

6.6 *Non-Collection Household Trash (MSW)*

Proposer shall not be required to collect any liquid, hazardous, construction and demolition debris, appliances or furniture materials (See Definitions). In the event of non-collection, Proposer shall affix to the Household Trash Rollout Cart, a Non-Collection Notice explaining why Collection was not made. Proposer shall maintain a record of the address of any Residential / Business Curbside Service Unit where materials were not collected, the date of non-collection, and the reason they were not collected, and such notice is to be provided to Town and a work order issued for resolution.

6.7 *Residential Units Containerized Recycling – Bi-Weekly*

Proposer shall provide Bi-Weekly curbside collection service of Recyclables to Residential Units with One (1) 96 gallon rollout cart, located within the Service Area. Proposer shall provide and utilize appropriate collection equipment to collect and deliver Recyclables to the designated recycling facility. Proposer also shall exert its best efforts to minimize contamination of recyclables by cooperating with the Town to educate and inform customers concerning acceptable recyclables; by exercising reasonable care to avoid collecting contaminated recyclables; and by properly notifying customers and the Town when contaminated recyclables are set out by a customer. The Town's authorized representative may from time to time amend the list of program recyclables.

The recycling rollout cart must be placed curbside or no more than five (5) feet from the street or alley.

6.8 *Residential Recycling Collection Services Off-Street (Backdoor, Side Door and Corral) Bi-Weekly*

Proposer shall provide Back/Side Door Collection service to those Residential Units where no one is physically able to place One (1) 96 gallon rollout cart curbside. Customers must establish eligibility to receive this service by every other year submitting a physician's statement to the Town, in a form acceptable to the Town.

6.9 *Small Commercial Business Units Containerized Recycling- Bi-Weekly*

Proposer shall provide Bi-Weekly curbside / alley collection service of Recyclables to Small Commercial Business Units with One (1) 96 gallon rollout cart, located within the Service Area. Proposer shall provide and utilize appropriate collection equipment to collect and deliver Recyclables to the designated recycling facility. Proposer also shall exert its best efforts to minimize contamination of recyclables by cooperating with the Town to educate and inform customers concerning acceptable recyclables; by exercising reasonable care to avoid collecting contaminated recyclables; and by properly notifying customers and the Town when contaminated recyclables are set out by a customer. The Town's authorized representative may from time to time amend the list of program recyclables.

The recycling rollout cart must be placed curbside or no more than five (5) feet from the street or alley.

6.10 *Recycling Materials / Commodities*

The Recyclables to be collected at the residential and Small Commercial Business Units identified and included within the Mecklenburg County "Wipe-Out Waste Guide". The recycling materials collected are subject to change, but are generally as follows:

- Aluminum Cans
- Steel/Tin Cans
- Glass Bottles and Jars
- #1 Plastic Bottles (PET)
- #2 Plastic Bottles (HDPE)
- Newspaper
- Magazines
- Catalogs
- Junk Mail
- Telephone Books
- Office Paper
- Corrugate Cardboard
- Gift Wrapping Paper

6.11 *Non-Collection Recycling*

Proposer shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. However, for purposes of this Section, old corrugated cardboard which has been

broken down that is placed beside a Recycling Cart, and newspapers that are contained in paper bags and placed beside the Recycling Cart shall be considered as properly placed for Collection. Proposer shall collect old corrugated cardboard and newspaper that have been properly set out and have become wet due to local weather conditions. In the event of non-collection, Proposer shall affix to the Recycling Cart, a Non-Collection Notice explaining why Collection was not made. Proposer shall maintain a record of the address of any Residential / Business Curbside Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, and such notice is to be provided to Town and a work order issued for resolution.

6.12 Residential Yard Waste (Loose/Bagged) Collection-Weekly

Proposer shall provide weekly loose and/or containerized yard waste collection services for all Residential Units, in the service area. Residential Units are allowed to have four (4) cubic yards of uncompacted yard waste per collection service. Yard Waste debris collected includes (but not limited to): tree branches no longer than five (5) feet (length) and a maximum of five (5) inches in diameter, small twigs, bushes and leaves. Small yard waste debris must be containerized in clear plastic bags, paper bags and/or trash containers. Bags and/or containers shall not exceed 50 pounds. Proposer shall collect a maximum of twenty (20) bags from each unit.

The yard waste must be placed curbside and/or no more than five (5) feet from the street or alley.

6.13 Residential Yard Waste Collection Off-Street (Backdoor and Side Door)

Proposer shall **not be** required to provide off-street Collection of Yard Waste Materials.

6.14 Non-Collected Yard Waste

Proposer shall **not be** required to collect any large logs / limbs (exceeding 5 inches diameter or 5 feet in length), construction and demolition debris / non vegetative waste (lumber) (nonacceptable waste. In the event of non-collection, Proposer shall affix to the materials or leave on non-collected material, a Non-Collection Notice explaining why Collection was not made. Proposer shall maintain a record of the address of any Residential Curbside Service Unit where materials were not collected, the date of non-collection, and the reason they were not collected, and such notice is to be provided to Town and a work order issued for resolution.

6.15 Residential, Multi-Family and Small Commercial Business Units (Quantities)

Residential, Multi-Family and Small Commercial Business Units (Rollout Carts):

The Town estimates that the number of Residential and Small Commercial Units to be initially serviced under the *Contract to be* between: **8,500 – 10,500**. The Town estimates that there are **eight (8)** multi-family units with rollout carts housed within a fenced “corral” (Exhibit F) The Town estimates **200** Residential Backdoor or Side Door Service Location Points. The Town makes no representation as to the reliability of its estimate for the total number of Units. Unit Price per month computations for Residential and Small Commercial Units shall be based upon such estimate refer to the “Cost Fee Proposal Form”.

- 8,500-10,500 Residential, Multi-Family and Small Commercial Business Units
- 200 – Residential Backdoor / Side Door Service Locations
- 8 – Multi-Family Rollout Cart Fenced Corrals: Exhibit F

6.16 Multi-Family and Town Facilities Units (Dumpster Service):

The Town estimates that the number of Multi-Family Units with Dumpster Service to be initially serviced under the *Contract to be* twenty-one (21) different locations (Exhibit E). There are currently seven (7) Town Facilities to be serviced (Exhibit K).

6.17 Dumpsters Service: Multi – Family Units / Neighborhoods (Town Approved)

The Proposer shall provide Dumpster Collection Service at Multi-Family Units. The dumpster service will be for either/or: Household Trash (MSW) and/or Recyclable Materials. The proposer shall service the dumpsters on a scheduled basis, and provide specific dumpster sizes: Two (2), Four (4), Six (6) or Eight (8) Cubic Yard, per Exhibit: E.

The Proposer shall provide exact specifications, model or type, and manufacturer, of all Dumpsters for the Town's approval. The Town's authorized representative shall have final approval of the color, markings, and Decals on the Dumpsters. Only Dumpsters approved by the Town shall be used by the Proposer in providing collection services.

The Proposer shall provide New Dumpsters to all Units utilizing dumpster service. The Issuance Repair, Cleaning and Maintenance Service Request will be completed within **seven (7) business days** or sooner if directed by the Town. The request for issuing, repairing or maintenance of a Dumpster may come from a customer call, citizen request via whatever communication tool made available for this purpose, and by the Proposer's Route Drivers. The Proposer's Route Drivers are expected to identify the Dumpster to be serviced and create a work order to assure the rollout refuse container is serviced (within seven (7) business days).

6.18 Rollout Carts in “Corrals”: Multi – Family Units / Neighborhoods (Town Approved)

The Proposer shall provide Rollout Cart (Corrals) Collection Service at Multi-Family Units. The rollout cart service will be for either/or: Household Trash (MSW) and/or Recyclable Materials. The proposer shall service the rollout carts on a scheduled basis. The Proposer shall remove the rollout carts from the corrals for service and return the rollout carts back to the corrals for storage. Exhibit F.

6.19 ***Town Facilities***

As directed by the Town, the Proposer will provide, at no additional fee, collection service for all Town Parks, Greenways and Facilities (a full list of Town parks, greenways and facilities is set forth on Exhibit K) and this includes all future Town facilities that may be constructed during contract period. All Solid Waste, and Recyclables collected at these facilities must be delivered to the Designated Facilities.

6.20 ***Town Events & Festivals***

As directed by the Town, the Proposer will provide, at no additional fee, collection service for Town Events and Festivals per year as shown on Exhibit J. All Solid Waste, and Recyclables collected during these events must be delivered to the Designated Facilities.

6.21 ***Service Modifications and Associated Charges/Fees***

The Proposer shall not make any additional Service Modifications to any services within this Proposal. Any modifications to the Residential, Small Commercial Business Units and Multi-Family Units service levels must have prior approval of the Town.

Residential, Small Commercial Business Unit and Multi-Family Unit may request additional services: additional rollout cart, change in dumpster size or frequency of service. The Units location is responsible for any additional charges as related to the additional services. The Proposer shall directly invoice the related charges to the Customer. The additional charges will be per the Proposers / Town agreed Fees (reference section: 2.6.1).

The Town shall not be invoiced for any additional services, without prior written Town approval (reference section: 2.6.1).

6.22 ***Household Trash (MSW) and Recycling Rollout Containers***

Rollout Container Management: Issuance, Inventory, Maintenance and Repairs (Residential & Small Commercial Business Units)

The Town Service area has a current active and deployed inventory of Rollout Carts for Residential and Small Commercial Business Units utilized for Household Trash (MSW) and Recyclables (64 or 96 gallon) are the property of the Town.

All Rollout Carts are the Property of the Town.

The Proposer shall procure, assemble, deliver to customers, repair as needed, and maintain an adequate inventory of Rollout Carts, at its (Proposer) sole expense, appropriate for the collection services required herein. At the commencement date, most existing customers have been issued at least one (1) 96-gallon Rollout Cart for Household Trash (MSW) and one (1) 64 or 96-gallon Rollout Cart for Recyclables. All existing and issued within this contract Rollout Carts will be the Property of the Town.

Proposer shall provide (96) Gallon Rollout Carts to new customers and replace all lost, stolen, or damaged Rollout Carts, free of cost to the Town or Customer, within **two (2) business days** of receipt of request. Until the Rollout Carts are delivered or replaced, all bagged or containerized Solid Waste, Yard Waste and Recyclables placed curbside by the resident must be collected by the Proposer. Replacement Rollout Carts provided to new customers may be previously used, provided

the Rollout Carts are in good repair, clean and serviceable condition. Proposer shall replace any Roll Cart that the Town has determined, in its discretion, needs replacement.

The Rollout Cart Issuance, Repair and Maintenance Service Request will be completed within **two (2) business days** or sooner if directed by the Town. The request for issuing, repairing or maintenance of a rollout refuse container may come from a customer call, citizen request via whatever communication tool made available for this purpose, and by the Proposer's Route Drivers. The Proposer's Route Drivers are expected to identify the Rollout Carts to be serviced and create a work order to assure the rollout refuse container is serviced (within two (2) business days).

The Proposer shall provide exact specifications, model or type, manufacturer, and unit cost of all Rollout Carts for the Town's approval at least ten (10) days prior to ordering. The Town shall have final approval of the color, markings, and Decals on the Rollout Carts. Only Rollout Carts approved by the Town shall be used by the Proposer in providing collection services.

6.23 *Rollout Carts shall conform to the following specifications (equivalent):*

- (1) Capacity: as required by the current service for the Town.
 - o Solid Waste = ±96-gallon (Green)
 - o Recyclables = ±96-gallon (64-gallon on request) (Blue)
- (2) Design: wheeled, covered, hinged flip-top design meeting ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers.
- (3) Material: plastic material with sufficient UV inhibitor content to ensure a minimum 10-year life.
- (4) Color: as specified by the Town.
- (5) Town of Cornelius Emblem - Embossed
- (6) Embossing: containers shall be embossed with instructions for safe use, the words "KEEP CLOSED" molded in large, raised lettering in a conspicuous position on the lid, directional arrow indicating side next to street, in-mold label, and any additional information requested by Town.
- (7) Performance: waterproof design and construction.
- (8) Warranty: containers shall carry an unconditional 10-year warranty on the entire container and its component parts which shall include the following coverage:
 - o Damage to the container body, the lid, or any component parts through opening or closing the lids.
 - o Failure of the lower lift bar during the interface with lifters.
 - o Failure of the body or lids to maintain their original shape.
 - o Failure of the wheels to roll easily as originally designed.
 - o Cracking of the container when squeezed by automated lifter.

During and after the term, the Town shall retain ownership of all Rollout Carts provided by the Proposer to service the Town. The Proposer shall properly maintain all Rollout Carts in service in functional, clean and safe condition.

6.24 Disaster Preparedness Plan

In the event of a tornado, major storm, or other natural disaster, the Proposer may be required to obtain additional equipment, employ additional personnel, or work employees overtime hours to clean up resulting debris. To prepare for such events, the Proposer shall provide the Town with a Disaster Preparedness Plan by October 1st of each year, which is subject to the approval of the Town. The Disaster Preparedness Plan shall include plans for securing additional personnel and equipment and proposed rates for collection services associated with the cleanup of natural disasters or other emergencies. Proposer shall provide services during declared Presidential/FEMA emergencies when requested by the Town. Proposer will be compensated for such services, according to the rate schedule approved by the Town in the Disaster Preparedness Plan.

6.25 Routes and Schedules

Collection routes shall be established to ensure that Solid Waste, Yard Waste and Recyclables collected pursuant to the RFP and Contract are **accomplished on the Same Day**.

Collection routes shall be established to ensure that Solid Waste, Yard Waste and Recyclables collected pursuant to the Contract **are not** comingled with any other jurisdictions.

Proposer shall provide the Town with schedules of collection routes in map, available on the web portal and text formats (printed and electronic versions), with addresses and services provided, no later than one (1) months prior to the Contract Commencement Date.

Throughout the term of this Contract, Proposer must have prior approval from the Town for any changes to the collection schedule or routes established upon the execution of the Contract by both parties. Any change will be confirmed by the Town in writing. Proposer shall inform the Town in writing a least ninety (90) days in advance of any proposed changes to routes or schedules during the term of the contract. Proposer shall provide the Town with the proposed route and schedule change in map, web portal and text format, to included addresses and service changes at the time of the request.

In the event that changes in routes or schedules alter the day of pickup, the Proposer shall notify each customer affected by the change with a Town-approved printed announcement at least thirty (30) days prior to the effective date of the change and each week up to the day of change (example to be used: cart/door hangers or USPS mail).

6.26 Hours of Collection

Proposer shall provide all specified collection services between the hours of 7:00 a.m. and 6:30 p.m., Monday through Friday. All routes shall be completed on the regular service day, unless the Proposer has notified the Town Manager that conditions, including weather, make collection at the scheduled time impossible and receives approval to extend the hours of collection. A route shall be deemed **incomplete if two percent (2%)** or more of the customers on the route did not receive regularly-scheduled collection services.

Proposer shall determine Holiday Schedule with Make-up holiday collections shall be scheduled on the off-day or on another day within the same week as the holiday according to Town directive. When two holidays fall within the same week, make-up holiday collections must be

scheduled to provide customers with at least one (1) Solid Waste, Yard Waste collection weekly and Bi-Weekly for Recyclables collection.

In the event of an emergency, collection services may be scheduled at times not otherwise permitted, provided the Proposer has received prior written approval from the Town Manager.

6.27 **Vehicles**

Proposer shall provide an adequate number of vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are to be utilized to collect Solid Waste, Yard Waste and Recyclables as specified herein. Vehicles shall comply with the following specifications:

- (1) All vehicles required to provide the services specified herein shall be on hand and in good working order.
- (2) **For Base Bid Only:** All frontline collection vehicles shall not be more than four (4) years old as of the Commencement Date and shall not be more than six (6) years old at any time during the initial term **See Section 6.28 for Alternate Bid Vehicle Age Requirements.**
- (3) All of the Proposer's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's hopper area during loading and transport operations.
- (4) All vehicles shall be kept in clean condition at all times.
- (5) All vehicles shall be licensed in the State of North Carolina and shall operate in compliance with all applicable state, federal, and municipal regulations.
- (6) All vehicles shall be manufactured and maintained to conform to ANSI Standard Z245.1.
- (7) Collection vehicles shall be painted a uniform color and exterior paint and markings must be kept in good condition.
- (8) Each vehicle shall be serially numbered in lettering at least five (5) inches high and shall also bear the name and phone number of the Proposer plainly visible on both sides of the vehicle.
- (9) All vehicles shall be sufficiently secure so as to prevent littering of any material and leakage of any fluid. No vehicles shall be willfully overloaded.
- (10) Each vehicle shall be equipped at all times with all safety supplies, equipment, and first aid supplies required by Applicable Law; fire extinguisher; heavy-duty broom, rake, and large dustpan; spill response kit; audible back-up warning device; and backup cameras.
- (11) Only advertising approved by the Town for promoting the collection programs shall be permitted on vehicles.

Proposer shall also have on hand and maintain sufficient reserve collection vehicles. The use of reserve vehicles shall include, but not be limited to, occasions when frontline vehicles are out of service, or when unanticipated delays will prevent frontline vehicles from completing the collection route(s) within the established hours of collection. Reserve vehicles shall be in service within two (2) hours of any breakdown or delay of frontline vehicles. Reserve vehicles shall be similar in size and capacity, and have the same on-board equipment as the vehicles being replaced.

During the transition, and annually thereafter, the Proposer shall provide to the Town an inventory of vehicles designated to provide the services specified in the Contract. This inventory shall include, at least, the inventory identification number, the make and model, the date of purchase, and the age for each vehicle. Any changes to the inventory vehicle list must be communicated to the Town Manager prior to placing a vehicle in service. The Town reserves the right during the term of the Contract, with reasonable notice to the Proposer, to inspect the Proposer's service facility and vehicles providing services to the Town under the Contract.

6.28 *Additional Requirements for Vehicles Applicable to Alternate Bid 1 (5 Year Term), Alternate Bid 2 (10 Year Term), Alternate Bid 2A (10 Year Term) & Alternate Bid 3*

Prior to the commencement of the contract the Proposer shall purchase new (2020 Manufactured Date) Solid Waste Collection Vehicles. These vehicles will provide collection services for the Town. The proposer shall provide an adequate number of vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are to be utilized to collect Solid Waste, Yard Waste, Dumpsters and Recyclables as specified herein. Vehicles shall comply with the specifications in Section 6.27.

At no time during the contract will a Collection Vehicle servicing the Town be more than six (6) years old. Any "spare" Collection Vehicle serving the Town will not be over six (6) years old (calendar years).

ALTERNATE BID 2A & ALTERNATE BID 3 (10 Year Term): All frontline collection vehicles shall be New (2020 Manufactured Date) at the commencement of the contract, but no age limit on vehicles through the contract period.

6.29 *General Requirements*

Proposer shall be responsible for providing high quality service to all customers and the Town. The Proposer shall coordinate with the Town to ensure that high quality service is maintained throughout the term of the Contract, including weekly meetings with the Town Manager or his/her designees.

Proposer shall collect materials generated within the Town Service Area separate from materials generated outside of the Town Service Area.

Proposer shall collect Household Trash (MSW), Yard Waste and Recyclables separate from each other, and shall not combine loads of different material types. Proposer shall be responsible for all disposal and processing costs, and in addition to liquidated damages.

Proposer's employees shall make collections with minimum noise and disturbance to residents, businesses as possible, shall be courteous at all times, and shall not use loud or profane language.

Proposer shall exercise all reasonable care and diligence in the collection process. All Rollout Carts shall be completely emptied and placed in an upright position at the point where collected. Rollout Carts shall not block driveway access or cause obstruction to sidewalks. Rollout Carts shall be

placed with the lid in the closed position. If the Rollout Cart falls over, the operator must immediately set it upright.

Proposer's employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.

Proposer's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

Proposer acknowledges that collection points on right-of-ways are frequently co-located with utility easements. Therefore, particular attention shall be given to the location of mail boxes, water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate Proposer's responsibility to exercise caution in relationship to the property of other authorized users.

Proposer shall promptly repair or have repaired at no cost to the Town or to the property owner any damage caused by its operations. If such repairs are made by or at the direction of the Town or property owner, the Proposer shall reimburse the Town or property owner for such repairs. The Town Manager shall be notified immediately of any property damage.

Proposer shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling, and blowing.

In the event of any confirmed spillage/leakage/blowing from a Proposer's vehicle, Proposer shall immediately, at least by the end of the same day, clean up all spillage/leakage/blowing at no cost to the Town. Proposer is fully responsible to clean such spills, leaks, or blown materials per local, state and federal regulatory standards and to the satisfaction of the Town up to, and including resealing or resurfacing depending on the severity of the damage. If the Proposer can satisfactorily prove to the Town the responsibility for the spillage/leakage/blowing belongs to a third party, then Proposer will not be responsible for the cleanup.

Proposer's employees, officers, agents and subcontractors shall at no time be allowed to identify themselves, or in any way represent themselves, as being employees or agents of the Town of Cornelius.

Proposer shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Employees shall adhere to a no smoking policy while performing services for the Town. Proposer shall devote sufficient personnel, time, and attention to its operations to ensure that its performance will be satisfactory to the Town.

Proposer's employees shall wear company uniforms clearly labeled with the name of the Proposer and the employee. Employees shall wear shirts at all times, but when weather conditions so require, employees may wear t-shirts with the Proposer's logo prominently displayed. In lieu of uniforms, temporary or leased labor may wear brightly colored safety vests with the Proposer's logo prominently displayed. Clothing will be as neat and clean as circumstances reasonably permit.

All of Proposer's employees shall be qualified and appropriately trained for the tasks assigned to them. Proposer shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of the Contract and all Applicable Law. The Town has the right to review Proposer's training records.

At all times when operating vehicles or equipment pursuant to this Contract, Proposer's employees shall carry a valid North Carolina driver's license for the type of vehicle or equipment being operated.

Proposer shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Proposer's licenses or permits shall be reported to the Town's authorized representative within three (3) business days.

6.30 ***Customer Service Standards***

Proposer shall be responsible for providing the highest quality service to all customers under the provisions of the Contract. Proposer shall promptly resolve all complaints, received from the customer or from the Town, no later than close of the next business day. When a complaint is received on a Saturday or the day preceding a holiday, it shall be resolved by the Proposer no later than close of the next business day.

Proposer shall establish and maintain, a local office or other facility at which the Proposer can respond to service inquiries and complaints received by the Town or the Proposer. The office shall be accessible to customers from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Proposer's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints by the next business day. Proposer's office staff shall be familiar with the Town and Proposer's obligations under the Contract.

Proposer shall maintain a local telephone number routed to the **local office** where service inquiries and complaints can be received by Proposer. Proposer shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Proposer can respond to the message within sixty (60) minutes.

Proposer shall establish a process, subject to Town approval, for receiving and handling emergency calls, both during and after normal operating hours. Contact information for supervisory contacts shall be maintained and updated regularly with the Town.

Proposer shall maintain a computerized list (available to the Town via. web portal) of all Residential, Multi – Family and Small Commercial Business Units. The list at a minimum will include:

- Physical Street Address
- Collection Services Provided
- Service Days
- Number of Rollout Carts
- Route Information with an accurate count of the number of customers per route

The Proposer shall keep a computerized list of all Customers associated with the Town through a Web based application that inventories communications and handles inventory. The Web based application shall be accessible to the Town Employees. The Web based application shall provide an accurate count of customers and services provided to the customer. The Web application shall allow for the Town employees to communicate to proposer through the web application. All communications with the Town and/or Residence (any Customer) shall be inventoried (logged) by the Proposer. This inventoried communication daily log will contain history of all new starts, additional service request, complaints or inquiries with the street address and customers name if available. The Proposers response to when and how the complaint / inquiry were managed will also be readily available to the Town Employees.

Service quality will, in part, be measured by the number and nature of complaints received from the Units being serviced / customers. Complaints received by the Proposer, directly from the customer or from the Town, shall be resolved no later than the close of the next business day and reported to the Town. In general, the intent is for all calls received by the Proposer or the Town staff to be routed to the Proposer web portal and available to the Town immediately. All complaints must be reported on a form approved by the Town, and integrated into the Proposers web portal: which shall include the following information:

- Customer's name, address, and phone number (if available);
- Route number and truck number assigned to complaint address;
- Type of service involved;
- Nature of the complaint;
- Date and time the complaint was received;
- Date and time problem occurred;
- Action taken by Proposer;
- Date and time the complaint was resolved; and
- Name of person who resolved the complaint.

If the Town or Service Unit / Customer notifies Proposer of a miss, collection shall be made by 12:00 p.m. the next day following notification. Notifications received Friday through Sunday shall be corrected before 12:00 p.m. on Monday. Proposer must notify Town once missed units are collected with date and time of collection.

6.31 *Enhanced Digital Services for all Alternate Bids*

- ***Enhanced Customer Service Level – Integration Work Order Management Systems – Real-time Data / Route Video & Pictures***
- ***Service Verification and Asset Management: Automated Vehicle Locator System (AVL) Fleetmind or Equivalent***

The Proposer shall be responsible for providing and implementing an AVL-based service verification and asset management system. The Town will provide the Proposer a customer list and

the Proposer shall be required to populate a database with customer name/ID, physical address, and all Rollout Cart information available.

Proposer shall provide, populate, and maintain a service verification system. Service verification software shall be capable of providing reports requested by the Town, in PDF and Excel formats. Proposer is responsible for all associated costs and maintenance. The service verification system must be operational no later than May 1, 2020, unless prior written approval has been given by the Town Manager.

The initial database must be populated and uploaded into the web-based service verification system no later than April, 2020 so that appropriate time is provided to test the system (i.e., collection vehicle readers, web-based application, reports, etc.) prior to the July 1, 2020 start date.

The AVL System shall be capable of providing location-based Trucks, Rollout Cart, and yard waste collection service information and be able to generate reports as needed based on Rollout Cart collection service activity, including, but not limited to, collection and non-collection events and set-out data. Variables and fields used to supply and manage this information shall include, but not be limited to:

- Rollout Cart type (trash, yard waste or recycling)
- Rollout Cart Lifts # per location
- Generator type (Residential, Multi-Family and Small Commercial Business Units)
- Physical Street Address
- Collection event date, time, and latitude/longitude coordinates
- Rollout Cart Serial Number (if available)
- Rollout Cart Size
- Route Information

The AVL System shall include an asset management database through which the Proposer shall be responsible for reporting and tracking the movement of all collections processes and Rollout Carts used for Residential, Multi-family and Small Commercial Business Units services including deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets, subject to Town approval.

All asset management adjustments, if not captured in real-time, must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. The asset management system shall be able to generate reports as needed on all Collection and Rollout Cart activity including maintenance and inventory reports. If a cart is swapped out, data for the cart removed and the cart replaced is to be provided. Data fields shall include, but not be limited to:

- Work order number, date, and status
- Roll Cart type (Household Trash, Recycling or Yard Waste)

- Physical Street Address
- Customer Name
- Roll Cart Serial Number – (if available)
- Rollout Cart size
- Recovery and delivery latitude/longitude coordinates
- Route information

Proposer shall provide the Town access to the Proposers AVL / Asset Management System. Any information or reports requested by the Town to the Proposer's AVL System will be easily available and accessible. The Town will work with the Proposer to develop regular reports.

The Proposer shall provide the Town with complete visibility of daily collection service operations through the use of a web-based, real- time GPS map-based tracking system. Proposer is responsible for all costs of implementation, operation, and maintenance and the system must be operational and accessible by **June 1, 2020**.

6.31 Alternate Bid 1, 2, 2A, & 3: Enhanced Customer Service Standards –

Proposer shall utilize software that is compatible and fully integrated with the Town's Work Order Management System to receive customer complaints and inquiries from the Town. The Proposer's work order system will be "two-way" integrated with the Town's Work Order Management System such as to receive and send files to the Town's system. Proposer will be fully responsible for costs associated with integration.

Service quality will, in part, be measured by the number and nature of complaints received from the Proposer's customers. Complaints received by the Proposer, directly from the customer or from the Town, shall be resolved no later than the close of the next business day and reported to the Town. In general, the intent is for all calls received by the Proposer or the Town staff to be routed to the Proposer via the Work Order Management System. All complaints must be reported on a form approved by the Town, and integrated into the Town's Work Order Management System: which shall include the following information:

- (1) Customer's name, address, and phone number;
- (2) Route number and truck number assigned to complaint address;
- (3) Type of service involved;
- (4) Nature of the complaint;
- (5) Date and time the complaint was received;
- (6) Date and time problem occurred;
- (7) Action taken by Proposer;
- (8) Date and time the complaint was resolved; and

- (9) Name of person who resolved the complaint.

If the Town or Service Unit / Customer notifies Proposer of a miss, collection shall be made by 12:00 p.m. the next day following notification. Notifications received Friday through Sunday shall be corrected before 12:00 p.m. on Monday. Proposer must notify Town once missed units are collected with date and time of collection.

Proposer shall provide the Town with **real-time information** that is integrated into the Town's Work Order Management System. A full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of action of the Proposer's employees, agents, or sub-Proposers will be provided to the Town by the Proposer.

6.32 *Recordkeeping, Field Auditing, and Reporting*

Daily: Proposer shall electronically submit a daily report, by noon each day, to the Town, in a format approved by the Town, containing, at a minimum, the following information for the previous day:

- (1) Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups).
- (2) Non-Collection Notices – Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- (3) Completed Work Orders – Proposer shall identify all work orders issued by the Town that have been completed (e.g., rollout carts delivery to new customer, additional carts...etc.)
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.

Weekly: Proposer shall provide hard copies of the previous week's weight tickets from the Designated Facilities.

Monthly: Proposer shall electronically submit a monthly report, by the fourteenth (14th) of each month, to the Town in a format approved by the Town, containing, at a minimum, the following monthly totals:

- (1) Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups). Each complaint will have a response note provided by the Proposer addressing the complaint. In addition, Proposer will provide a list of non-collection errors categorized by "citizen error" or "proposer error."
- (2) Non-Collection Notices – Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- (3) Completed Work Orders – Proposer shall identify all work orders issued by the Town that have been completed (e.g., rollout carts delivery to new customer).

- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.
- (6) Total MSW Tonnage Sanitary Landfill
- (7) Total Tonnage Yard Waste
- (8) Total Tonnage Recyclables - Proposer shall keep accurate records of Recyclables collections made from Residential Units and report to the Town monthly at least the following:
 - a. Total number of customers on each route for each collection during the previous month;
 - b. Number of customers that set out Recyclables or were serviced for each route for each collection during the previous month; and
 - c. Total tonnage by route during the previous month.

Proposer shall provide the Town with information and records adequate to determine any information required by the Town, Mecklenburg County, or the State of North Carolina to satisfy requirements of the Solid Waste Management Act or to obtain grant funds from the State of North Carolina or other similar funding sources.

Not later than the 25th day of each month, the Proposer shall provide the Town with information concerning collection service activities, including information specified in this section, for the previous month. Reports shall be prepared in a format approved by the Town, and shall be accompanied by a checklist of each deliverable being submitted to the Town. Unless otherwise directed, the Proposer shall deliver all records and reports to the Town electronically within an approved platform.

Proposer shall submit to the Town a certified copy of its annual financial statement within ninety (90) days following the close of each fiscal year during the term, including any extension thereof. Proposer shall also submit any additional operating and financial information, as specified by and in a format required by the Town.

Proposer shall provide any additional information or reports as requested by the Town to monitor Proposer's performance or the Town's Solid Waste, Yard Waste and Recycling programs.

The Town reserves the right to review and audit all records of the Proposer pertaining to the collection services.

6.33 ***Designated Facilities***

1. Disposal & Processing Facilities

The Proposer is responsible to pay any and all Landfill tipping fees, Yard Waste or Recyclable Processing Cost as relates to this contract.

Proposer shall deliver all Solid Waste (MSW) collected pursuant to the Contract to the Mecklenburg County Solid Waste Management Facility, Located at:

**BFI-CMS (Republic Services Charlotte Motor Speedway Landfill)
5105 Morehead Rd, Concord, NC 28027**

Proposer shall deliver all Yard / Vegetative Waste to the Mecklenburg County Yard Waste Process Facility, located at:

**North Mecklenburg Recycling Center
12300 Statesville Rd, Huntersville, NC 28078**

Proposer shall deliver all Recyclables collected pursuant to this Contract to Mecklenburg County Recycling Facility (MRF), located at:

**Recycle Mecklenburg County Solid Waste
1007 Amble Drive, Charlotte, NC 28206**

6.34 *Education Assistance and Communications*

Educating the public concerning Solid Waste, Yard Waste and Recyclable collections and promoting waste reduction and Recycling are critical to the success of the Town's Solid Waste Management Program. While the Town accepts primary responsibility for developing its public education and promotion program for residential customers, the Proposer shall, when requested by the Town, assist the Town in implementing the program. The Proposer shall be required to distribute informational, promotional, and educational materials provided by the Town with each container delivered to residential customers. In addition, the Proposer shall be required to deliver to each customer (either at the door or on the appropriate container, as directed by the Town) informational, promotional, and/or educational materials provided by the Town no more than two times each year during the term of the Contract. The Town anticipates producing and distributing Solid Waste and Recycling educational materials during the term of the Contract. Proposer shall contribute **\$12,000 per year** for the Proposer's share of the costs for the production and distribution of these educational materials. Such contribution shall be made on October 1st of each year of the contract. Proposer's costs associated with promotion of programs shall be borne solely by Proposer. No promotion or advertising shall be permitted except when approved by the Town.

In addition, the Proposer shall provide the following public education services:

1. Public Awareness Program.

Proposer agrees to cooperate in complying with requests of up to twenty (20) hours per year from the Town to supply a recycling truck and driver at public outreach events, provided that notice of at least five (5) Work Days is given. It is understood and agreed that there shall be no charge to the Town by Proposer for compliance with any requests to provide a demonstration Collection truck and driver in response to the Town's request.

6.35 *Transition in Service Plan*

Proposer is responsible for providing a smooth transition in services from the current provider. The selected Proposer shall minimize inconvenience to all customers served. To accomplish this objective, the Proposer shall submit a Transition Plan to the Town no later than fifteen (15) calendar days following the execution of the contract. The plan shall include a detailed description of how implementation of the Proposer's collection services will be accomplished, and must meet the

approval of the Town. The Proposer shall provide a smooth Transition Plan as relates to Section 2.6.1 "Pricing and Invoicing: Additional Services – (Subscription Accounts)".

6.36 **Payments**

The Town shall pay the Proposer, in accordance with this Section, for all collection and other services performed, less any deductions provided in the Contract.

The Town shall annually review and reconcile the "Customer Count Units" which will be provided by the Town to the Proposer no later than January 15th of each year during the term, including any extension thereof. The reconciled number of units will commence in the following year, on the July billing statement. "Customer Count Units" shall be determined at the sole discretion of the Town.

For multifamily dumpster service, the Town will provide all new service location requests and the Proposer shall service the locations at the Town rates (per contract). The Proposer shall not increase any units, service locations or levels without the Town's written consent (via. email or web portal).

Proposer shall invoice the Town by the 25th of each month.

The unit prices set forth in the Proposer's response shall apply to all services rendered by the Proposer, subject to adjustment only in accordance with the Contract.

Consumer Price Index Adjustment: On October 1 following the first full year of the initial term, and on October 1 of each subsequent year during the Initial Term, and each Renewal Term, the unit prices for services will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US Town Average, All Items (unadjusted) over the most recent twelve-month period for which such index is available on the effective date of adjustment; provided, however, that the percentage adjustment shall not exceed four percent (4%). No decreases shall be made to rates of service if the CPI decreases.

The CPI Increase will be identified on October 1st and effective for services rendered starting after July 1st

Landfill, Recycling and Yard Waste Disposal / Processing Fee Rate Adjustments: Proposer may petition the Town for an adjustment / increase of unit prices on the basis of Rate / Fee changes in the Cost of Landfill, Recycling or Yard Waste Disposal or Processing Fees. The Proposer's request shall contain substantial evidence and justification to support the need for the price adjustment, and shall be submitted to the Town. The Town may request from the Proposer, and the Proposer shall provide, all information as may reasonably be necessary, as determined by the Town, to make a determination of the validity of the request.

In the event a Landfill, Recycling or Yard Waste and there is a subsequent decrease in any disposal or processing fee / cost, the Town shall be entitled to a decrease in any associated disposal or processing fee/cost.

The Consumer Price Index Adjustment **will not** be applied to the percentage of the prices/fees for services that have any additional inflationary pricing adjustments (Disposal and Processing Cost). After the first twelve (12) months of collection service, the Proposer and the Town will determine the CPI adjusted percentages minus rate adjustments in Landfill Tipping Fees, Recycling and Yard Waste Processing Fees.

Adjustments for Changes in Service: The Town shall have the right, at its discretion and following at least 180 days' written notice to the Proposer, to change the frequency of collection services and, in such event, the Proposer agrees to negotiate in good faith with the Town to adjust the price for collection services commensurate with such changes in service level.

Submittal of Proper Invoices: The Proposer shall submit an original invoice (or electronic invoice, if authorized), by the 25th of each month for services rendered during the previous month, to the following address:

Town of Cornelius
Mr. Tyler Beardsley
21445 Catawba Avenue
P.O. Box 399
Cornelius, NC 28301

A proper invoice must include:

- Name and address of the Proposer;
- Invoice date;
- Invoice number (Proposer is encouraged to assign identification number);
- Contract number;
- Contract line item number, including description, quantity, unit of measure, unit price and extended price of the item;
- Terms of any prompt payment discount offered;
- Name and address of official to whom payment is to be sent;
- Federal Identification Number.

6.37 *Liquidated Damages / Costs*

Quality customer service is of the utmost importance to the Town. It is the intent of the parties that the Proposer shall provide high quality collection services to the Town. To that end, the Proposer shall cure all failures to provide service in accordance with and within the time limits set forth in the Contract. If the Proposer fails to remedy such failures, provided such failure is not caused by action or inaction by the Town, the Town, without waiving other remedies it may have under the Contract, at law, or in equity, may deduct from any amounts otherwise payable to the Proposer as liquidated damages according to the following schedule. The amount of the liquidated damages set forth below is not intended as a penalty and is reasonably calculated based upon the Town's potential costs in completing the work or otherwise interfering with the Town's operations and resident services.

Liquidated Damages / Cost Schedule

	Incident	Cost Schedule
1	Collection of any material before 7:00 a.m. or after 6:30 p.m.	\$100 per first incident; \$200 per incident for every incident thereafter in any 30-calendar-day period.
2	Failure to complete any route on the regular service day, without notification to the Town's authorized representative.	\$500 per route for the 1 st incident, \$1,000 per route for each additional incident in any 30-calendar day period. Town may terminate Contract after the 3rd incident.
3	Failure to roll containers to curb, empty at curb, and return containers to original location on days when Back Collection Door service is to be provided by Proposer.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
4	Failure to respond to or resolve complaints by the end of the next business day after Proposer is provided notice of such complaint; or reporting unresolved complaints as having been resolved.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period.
6	Failure to leave non-collection notice for customer explaining why improperly set-out material was not collected. A retained copy of any such notice indicating that such notice was properly provided to customer shall be adequate proof of such notice.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
7	Failure to deliver container for new service, or replace lost, stolen or damaged container within two (2) business days of request.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
8	Failure to comply with uniform requirements.	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
9	Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) on the day written notice notification of such spillage is received provided by the Town.	\$3000 per incident; \$4000 for 2nd incident and \$5000 for 3rd, and each subsequent, incident in any 30-calendar-day period
10	Failure to repair damage to customer property upon written notice from Town and determination of Proposer's liability.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
11	Failure to maintain office hours and supervisory contacts as required.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90 calendar-day period

	Incident	Cost Schedule
12	Failure to properly cover or secure materials on collection vehicles(s) to prevent leaking, spilling, and blowing.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
13	Failure to correct deficiencies in cleanliness, safety or sanitation of equipment within 48 hours of written request.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
14	Failure to repair equipment that is breaking down, leaking fluids, or discharging debris after receiving notice of the same from the Town.	\$100 for first incident, \$200 for 2nd incident and \$500 for 3 rd and any subsequent incident on the same route during any 90-calendar-day period
15	Failure to properly display Proposer's name, phone number, and vehicle number on collection vehicles and service vehicles.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
16	Failure to provide proper notification to Town or residents prior to route changes.	\$10,000 for the 1st incident; \$20,000 for each subsequent incident; Town may terminate Contract after the 3rd incident
17	Failure to deliver any residential Solid Waste, Yard Waste or Recyclables to the Designated Facility.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each subsequent, incident in any 90-calendar-day period
18	Mixing waste materials collected in the Town with waste materials collected in other jurisdictions.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each subsequent, incident in any 90-calendar-day period
19	Mixing loads of Solid Waste (MSW) and Recyclables.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each subsequent, incident in any 90-calendar-day period
20	Failure to submit any report within the required timeframe.	\$50 per incident per day; \$100 for 2nd incident per day, and \$150 for 3rd incident per day and each subsequent incident per day in any 90-calendar-day period
21	AVL Asset Management reader not operational or service verification data not captured. (Alternate Bid Only)	\$500 per collection vehicle per day.
22	Failure to meet the October 1, 2020 Customer Service AVL – Town's work order platform integration portal (Alternate Bid Only)	\$1,000 for the 1st incident / Month; \$2,000 for each subsequent incident / Month; Town may terminate Contract after the 3rd incident / Month

	Incident	Cost Schedule
23	Failure to meet any Customer Service Standards	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
24	Failure to meet any General Requirements	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
25	Failure to meet any Vehicle Requirements	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period

All completed field orders shall be submitted to the Town's Work Order Management System (if bid alternate accepted) or the Proposers Web Based System. The Town will calculate all liquidated costs, if any assessed each month and will provide notice of such assessment, if any, to the Proposer no later than seven (7) business days following the end of each calendar month and will net the total amount of such costs against the payment for collection services during that same month.

Notwithstanding any other provision of the Contract between the Town and Proposer to the contrary, in the event that the total amount of liquidated costs assessed against the Proposer during any 60-calendar-day period, which may begin on any day within a month, exceeds \$100,000, the Town, at its discretion and in addition to all other remedies that may be available to it, may terminate the Contract.

The Town and Proposer agree that a violation, by the Proposer, of any of the foregoing standards will cause the Town to incur costs which will be difficult, if not impossible, to calculate. For that reason, the Town and the Proposer agree that the preceding amounts are reasonable estimates of such costs and shall constitute liquidated costs, and not penalties, which may be assessed by the Town as a result of such violation by the Proposer and failure to timely and properly cure.

Any waiver or forbearance by the Town or the Proposer of any right under the Contract shall not operate as or be construed to be a waiver of any other rights, regardless of when such event may occur. Failure of the Town or the Proposer to insist upon strict adherence to these standards or any requirement of the Contract, on one or more occasions, shall not be considered a waiver, nor shall it deprive that party of the right to thereafter insist upon strict adherence to that or any other standard set forth in the Contract.

6.38 INSURANCE AND PAYMENT/PERFORMANCE SURETY

The Proposer shall at all times during the Contract maintain in full force and effect General Liability and Workers' Compensation Insurance. All insurance shall be reasonably acceptable to the Town and before commencement of work hereunder. Prior to execution of this Contract, the Proposer must provide the Town with a certificate of insurance. The Town will be named as an additional insured on

any policy secured by the Proposer. All certificates of insurance will require thirty (30) days written notice by the insurer or Proposer's agent in the event of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Proposer to provide such notice, the Proposer will be solely responsible for all losses incurred by the Town for which insurance would have provided coverage. The certificate of insurance shall be for the initial Contract period of one (1) year and shall be renewed by the selected Proposer for each subsequent renewal period of the Contract.

It shall be the Proposer's responsibility to ensure that all sub-Proposers comply with the same insurance requirements that the Proposer is required to meet and the Town is provided with a certificate of insurance from the sub-Proposer's coverage provider naming the Town as an additional insured on the policy.

The Proposer must maintain insurance policies at all times throughout the term of the Proposer with minimum limits as follows:

Insurance Limits	
Coverages	Limits of Liability
Workers' Compensation Statutory Employer's Liability	As required by State Law Company and subcontractors shall be responsible for workers' compensation insurance for subcontractors or sub lessees who directly or indirectly provide services or lease premises under the Town of Cornelius Contract.
Commercial General Liability	\$1,000,000 per accident
Pollution Liability	\$3,000,000 aggregate
Bodily Injury Liability Except Automobile	
Property Damage	\$1,000,000 per accident \$1,000,000 aggregate
Comprehensive Auto	\$1,000,000.00
Liability Bodily Injury	
Comprehensive Auto	\$1,000,000.00
Liability- Property Damage	
Environmental Liability	\$1,000,000.00
Excess Umbrella Liability	\$5,000,000.00 each occurrence

6.39 *Pollution Liability.*

Proposer shall provide pollution liability coverage to cover bodily injury; property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape of smoke vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gases, waste materials, or other irritants, contaminants or pollutants (including asbestos). The Proposer warrants any retroactive date applicable to coverage under the policy that precedes the effective date of the Contract.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the Contract Term. Renewal certificates shall be sent to the Town 30 days prior to an expiration date. There shall also be a 30-day notification to the Town in the event of cancellation, modification of coverage, or reduction of aggregate limits required. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Town. Wording on the certificate that states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.

It is agreed that the Proposer will be responsible for notifying the Town of any material changes in a policy.

It shall be the Proposer's responsibility to ensure that all sub-Proposers comply with the same insurance requirements that the Proposer is required to meet.

All certificates of insurance shall be furnished on an ACORD form or equivalent as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

6.40 *Performance and Payment Bonds*

At the time of execution of the Contract, Proposer shall have provided to the Town an annually renewable payment bond in the amount equal to one hundred percent (100%) of the Contract price (as determined by the Town) and an annually renewable performance bond in an amount equal to one hundred percent (100%) of the Contract price (as determined by the Town). Any notice of cancellation of such bonds must be served upon the Town by delivering a written notice of cancellation (30) days prior to the effective date of said cancellation. This Contract shall not be terminated because of this provision if, within ten days after bond cancellation as balance of the Contract period commencing on the date of such termination, provided above, provider files with the Town similar bonds approved by the Town to be effective for the balance of the Contract period commencing on the date of such termination.

EXHIBIT B

Schedule of Events

EVENT	DATE/TIME*
Release of the RFP	December 6, 2019
Pre-Solicitation Meeting: 21445 Catawba Avenue Cornelius, NC 28301 Town Accepts Questions / Clarifications	January 7, 2020 10:00am
Deadline for Questions / Clarifications	January 10, 2020 5:00pm
Answers to Questions received- (responded by the Town as an Addendum if needed) on or about:	January 17, 2020 5:00pm
Proposals Due Date / Time (Deadline)	January 24, 2020 2:00pm
Oral Presentations – Interviews – Background Checks	February 3-7
Recommendation of Award – Comparative Analysis Town Legal to Prepare Contract for Execution	February 2020
Anticipated Approval / Commission Decision	March 2020

EXHIBIT C

Form of Reference

Town / County Reference: _____

State: _____

Point of Contact: _____

Title: _____

Phone Number: _____

Email Address: _____

Physical Address: _____

Mailing Address: _____

Number of years serving this reference: _____

Number of household customers: _____

Collection Services provided (please
check all that apply):

- _____ Residential MSW
- _____ Residential Recycling
- _____ Residential Yard Waste
- _____ Rollout Cart Maintenance
- _____ Small Businesses
- _____ Multi-Family Units
- _____ Roll-Off / Compactors
- _____ Community Events
- _____ Integrated Customer Service
- _____ Dumpsters

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made and entered into this ____ day of _____, 2020 ("Effective Date") between **The Town of Cornelius** ("Town") and _____ ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of Contractor.** The Contractor agrees to provide for the collection and disposal of Solid Waste, Recyclables, Bulk/E-Waste, Yard Waste, and Storm Debris and other additional collection and disposal services (collectively the "Services"), as more particularly described and in accordance with the terms and conditions stated herein including the Cost/Fee Proposal attached hereto as Exhibit 1, Scope of Services and Terms attached hereto and incorporated herein by reference as Exhibit 2 (collectively, the Cost/Fee Proposal and the Scope of Services and Terms are referred to as the "Price and Scope Summary") and the Town's Request for Proposals For Solid Waste Collection Services (the "RFP"), a copy of which is attached hereto and incorporated herein by reference as Exhibit 3. In the event of any conflict between any terms and conditions of the Contract, the terms and conditions most favorable to Town shall control.

The Contractor shall begin collection Services on

_____.

The Term of this Contract is set forth below.

The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services and has the qualifications submitted to the Town in its proposal, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. **Obligations of Town.** Town agrees to pay the Contractor for the Services in accordance with the Price and Scope Summary. The parties acknowledge that Town operates on a July 1-June 30 fiscal year and that operating funds are made available to Town on a year to year basis. Accordingly, see Section 7 of the Standard Terms and Conditions.
3. **Initial Term and Town Options to Extend.** The term of this Agreement and performance shall commence on the Effective Date and terminate on **July 1, 20__** (the "Initial Term") unless this Contract is terminated earlier by Town as herein provided. This Contract may be renewed by the Town for two (2), five (5) year terms under the terms set forth herein, renewable one term at a time. The decision to renew will be solely the Town's. Notice of the intent to renew will be made at least sixty (60) days prior to the expiration of the initial term or the then current renewal term. In the event the Town does not opt to renew the contract or the Town and contractor are unable to reconfirm or renegotiate unit rates for another term, the Town shall have the option of extending this contract under the terms set forth herein for a period of six months total for the

purpose of completion of Services started prior to current contract expiration or until a new contract can be established.

4. Project Coordinator. [REDACTED] is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Contractor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing. The Town may change the Project Coordinator by providing written notice to the Contractor.
5. Contractor Supervisor. [REDACTED] is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. The Contractor Supervisor may change the Contractor Supervisor by providing written notice to the Town.
6. Methods of Payment. Town will make payment after invoices are approved on a net 30 day basis. Promptly after the Effective Date, and in no event later than thirty (30) days of the Effective Date, the Contractor shall submit copies of standard billing forms and coordinate with the Town's Finance Department to establish mutually acceptable billing documents. The Town will retain full auditing rights of contractor's accounting records as they pertain to the Town's contract. Town will not pay for any Services in advance without the prior approval of the Finance Officer. After commencement of collection Services, Contractor to shall submit invoices on the following schedule: by the fifteenth (15th) day of the month, beginning ____
7. Notice. All notices, consents, waivers, and other communications under this Contract, including notification of incidents and liquidated damages as set forth in Section 6.37 of the Price and Scope Summary, must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) by electronic transmission to the email listed below, effective on confirmation of receipt by the sender of such transmission; or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate address set forth below (or to such other address as a Party may designate by notice to the other Party):

To Town:

Town of Cornelius
Attn: Assistant Town Manager
21455 Catawba Ave.
Cornelius, NC 28031

Email: tbeardsley@cornelius.org
Phone: 704.892.6031

To Contractor:

Name:
Address:
Email:
Phone:

8. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A, attached hereto and incorporated herein by reference.
9. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this

Contract transmitted by facsimile or electronic “PDF” to the same and full extent as the originals.

Attachment and Exhibit List:

Attachment A: Standard Terms and Conditions

Exhibit 1: Cost/Fee Proposal

Exhibit 2: Scope of Services and Terms

Exhibit 3: RFP

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK
INTENTIONALLY] [SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract on the day and year first written above.

Contractor Name

Signature of Authorized Representative

Date _____

Contractor's Federal Identification #

[if Contract is with Organization or Social Security Number if individual]

TOWN OF CORNELIUS

Town Manager

Date _____

Mayor

Date _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Town Finance Officer

Date _____

ATTACHMENT A

Standard Terms and Conditions

1. Entire Agreement. The terms and provisions set forth in the Contract, the Cost/Fee Proposal, the Scope of Services and Terms and the RFP (collectively, the "Contract Documents") shall constitute the entire agreement between Contractor and Town with respect to the purchase by Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to Town shall be deemed accepted by or binding on Town. Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by Town are subject to correction.
2. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to Town's accounts payable department with a copy to the Town Project Coordinator.
3. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
4. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
5. Conflict of Interest. Contractor represents and warrants that no member of Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
6. Gratuities to Town. The right of Contractor to proceed may be terminated by written notice if Town determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of Town in violation of policies of Town.
7. No Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town Contract or in connection with a subcontract relating to a Town Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to Town in writing the possible violation.
8. E-Verification. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
9. Indemnification. Contractor shall indemnify and hold harmless Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's breach of the terms and conditions of the Contract. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of Town in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

10. Insurance. Intentionally deleted. [See Price and Scope Summary]
11. Termination for Convenience. In addition to all of the other rights which Town may have to cancel this Contract, Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 180 days' notice in writing from Town to Contractor. If the Contract is terminated by Town in accordance with this paragraph, Contractor will be paid for services actually performed through the date of termination.
12. Termination for Default. Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to Town law or equity, Town may procure upon such terms as Town shall deem appropriate, Services substantially similar to those so terminated, in which case Contractor shall be liable to Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
13. Transition in Service. In the event services are terminated under this Agreement, either by reason of convenience, default or end of term, Contractor agrees to comply with all reasonable requests of the Town intended to effect a smooth transition of services and minimal inconvenience to customers served.
14. Contract Funding. It is understood and agreed between Contractor and Town that Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of Town for any payment may arise until funds are made available to Town's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. Town shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
15. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by Town to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
16. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after Town notifies Contractor in writing that a payment has been determined to be improper.
17. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of Town.
18. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
19. Contract Modifications. The Contract may be amended only by written amendment duly executed by both Town and Contractor.
20. Relationship of Parties. Contractor is an independent contractor and not an employee of Town. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and Town. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
21. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by Town.
22. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by Town, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by Town's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then Town shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
23. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.

24. **Background Checks.** At the request of Town's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to Town criminal background check and drug testing procedures.
25. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
26. **No Third-Party Benefits.** The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
27. **Force Majeure.** If Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of Town.
28. **Strict Compliance.** Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
29. **General Provisions.** Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, Town shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
30. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Gaston County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract. **Nondiscrimination.** During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
31. **Monitoring and Evaluation.** Contractor shall cooperate with Town, or with any other person or agency as directed by Town, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit Town to evaluate all activities conducted under the Contract. Town has the right at its sole discretion to require that Contractor remove any employee of Contractor from Town Property and from performing Services under the Contract following provision of notice to Contractor of the reasons for Town's dissatisfaction with the services of Contractor's employee.
32. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
33. **Inspection at Contractor's Site.** Town reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

Exhibit E

Multi-Family Units

Dumpster Service- Household Trash (MSW)

DUMPSTERS:

- 1) Name: Silver Quay
Address: 18723 Silver Quay Drive
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week
- 2) Name: Admiral Quarters
Address: 18701 Nautical Drive
Eight (8) – Eight (8) cubic yard Dumpster – Service Sixteen (16) Times per week (Two (2) per Dumpster)
- 3) Name: Commodores Landing
Address: 18817 Commodore Lane
Two (2) – Eight (8) cubic yard Dumpster – Service Four (4) Times per week (Two (2) per Dumpster)
- 4) Name: Village of Harborside
Address: 18509 Harborside Drive
Two (2) – Eight (8) cubic yard Dumpster – Service Four (4) Times per week (Two (2) per Dumpster)
- 5) Name: Bayview Condos
Address: 17501 Vineyard Point Lane
Two (2) – Eight (8) cubic yard Dumpster – Service Four (4) Times per week (Two (2) per Dumpster)
- 6) Name: Mooring Condos
Address: 18555 Vineyard Point Lane
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week
- 7) Name: Tuscany
Address: 17403 Vineyard Point Lane
Two (2) – Eight (8) cubic yard Dumpster – Service Four (4) Times per week (Two (2) per Dumpster)
- 8) Name: Arbors at Vineyard Point
Address: 18689 Vineyard Point Lane
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week
- 9) Name: Vineyard Point Townhomes
Address: 18501 Vineyard Point Lane
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week
- 10) Name: Harbortate Condos
Address: 20347 Walter Henderson Rd
Two (2) – Eight (8) cubic yard Dumpster – Service Six (6) Times per week (Three (3) per Dumpster)
- 11) Name: Dockside Community
Address: 18802 Vineyard Point Lane
Two (2) – Eight (8) cubic yard Dumpster – Service Four (4) Times per week (Two (2) per Dumpster)

- 12) Name: Shelter Cove
Address: 18689 Vineyard Point Lance
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week
- 13) Name: Alexander Chase
Address: 19700 Deer Valley Drive
Eleven (11) – Eight (8) cubic yard Dumpster – Service Twenty-two (22) Times per week (Two (2) per Dumpster)
- 14) Name: Edinburgh Square Condos
Address: 8647 Edinburgh Drive
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week
- 15) Name: Wood Duck Cove Condos
Address: 7602 Woods Lane
Three (3) – Eight (8) cubic yard Dumpster – Service Nine (9) Times per week (Three (3) per Dumpster)
- 16) Name: Mulberry Street Townhomes
Address: 20125 North Main Street
One (1) – Eight (8) cubic yard Dumpster – Service One (1) Time per week
- 17) Name: Terraces at Oakhurst
Address: 18801 Oakhurst Blvd
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week
- 18) Name: Terraces at Oakhurst
Address: 18801 Delmas Drive
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week
- 19) Name: Terraces at Oakhurst
Address: 18605 Ruffner Drive
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week
- 20) Name: Terraces at Oakhurst
Address: 18710 Oakhurst Drive
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week
- 21) Name: Terraces at Oakhurst
Address: 18711 Ruffner Drive
One (1) – Eight (8) cubic yard Dumpster – Service Two (2) Times per week

COMPACTOR:

- 1) Name: Windward Condos
Address: 19823 Henderson Road
One (1) –Thirty-Four (34) cubic yard Compactor – Bi-weekly service (estimated)

Exhibit F

Multi-Family (Condo) Units Cart "Corrals"

(low gated fences in parking areas where roll-out carts are stored)

Roll-out carts must be rolled to be serviced and returned to corral

- 1) Name: Half Moon Bay
Address: 17810 Half Moon Ln
(10) Household Trash, (4) Recycle

Address: 17811 Half Moon Ln
(10) Household Trash, (4) Recycle
- 2) Name: Bayshore
Location: At postal shed beside Bayshore Signage
(2) Recycle

Address: 17915 Kings Point Dr
(4) Household Trash, (4) Recycle

Address: 17919 Kings Point Dr
(4) Household Trash, (4) Recycle
- 3) Name: Biscayne
Address: 17925 Kings Point Dr
(5) Household Trash, (5) Recycle

Address: 17929 Kings Point Dr, 17931 Kings Point Dr
(7) Household Trash, (8) Recycle
- 4) Name: Bay Bridge
Address: 18009 Kings Point Dr
(6) Household Trash, (6) Recycle

Address: 18015 Kings Point Dr, 18021 Kings Point Dr
(10) Household Trash, (6) Recycle

Disposal Locations & Mileage

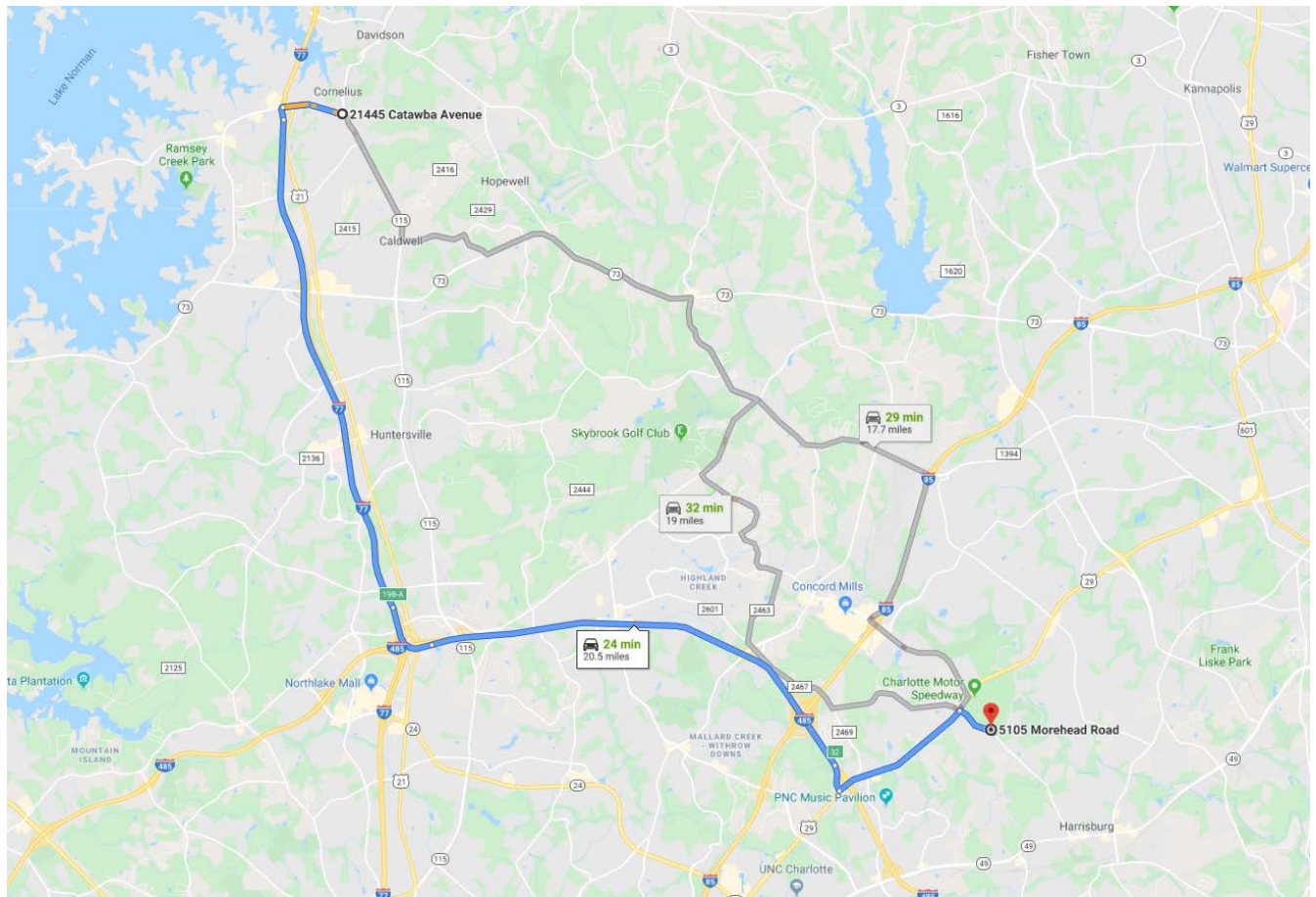
Household Garbage Disposal

BFI/RSC Landfill

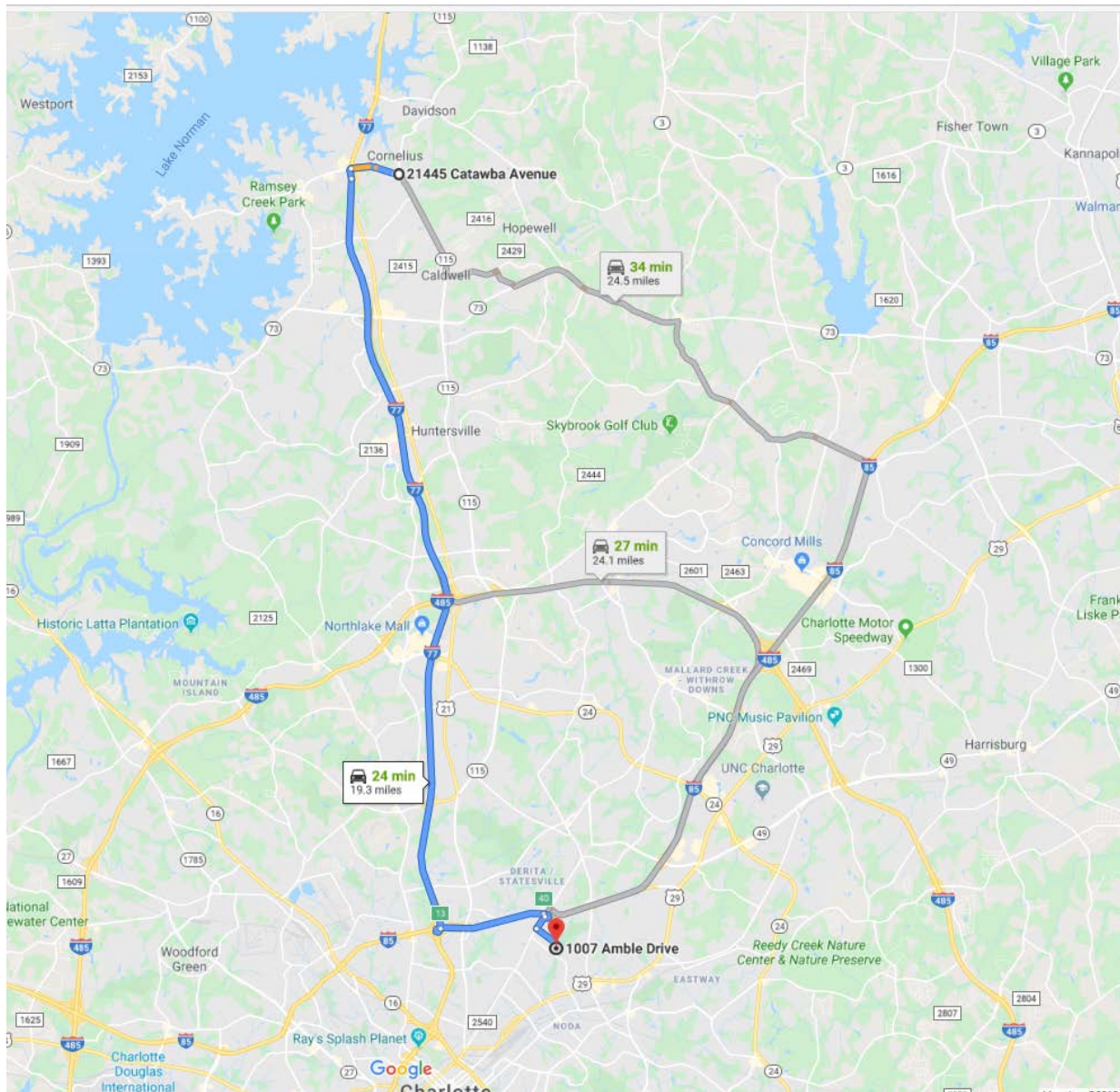
5105 Morehead Rd, Concord, NC 28027

Mileage from Town Hall: ~21m

Avg. Time: 30 min



Avg. Time: 30 min



Yard Waste Disposal

North Mecklenburg Recycling Center

12300 Statesville Rd, Huntersville, NC 28078

Mileage from Town Hall: ~7.5m

Avg. Time: 15 min

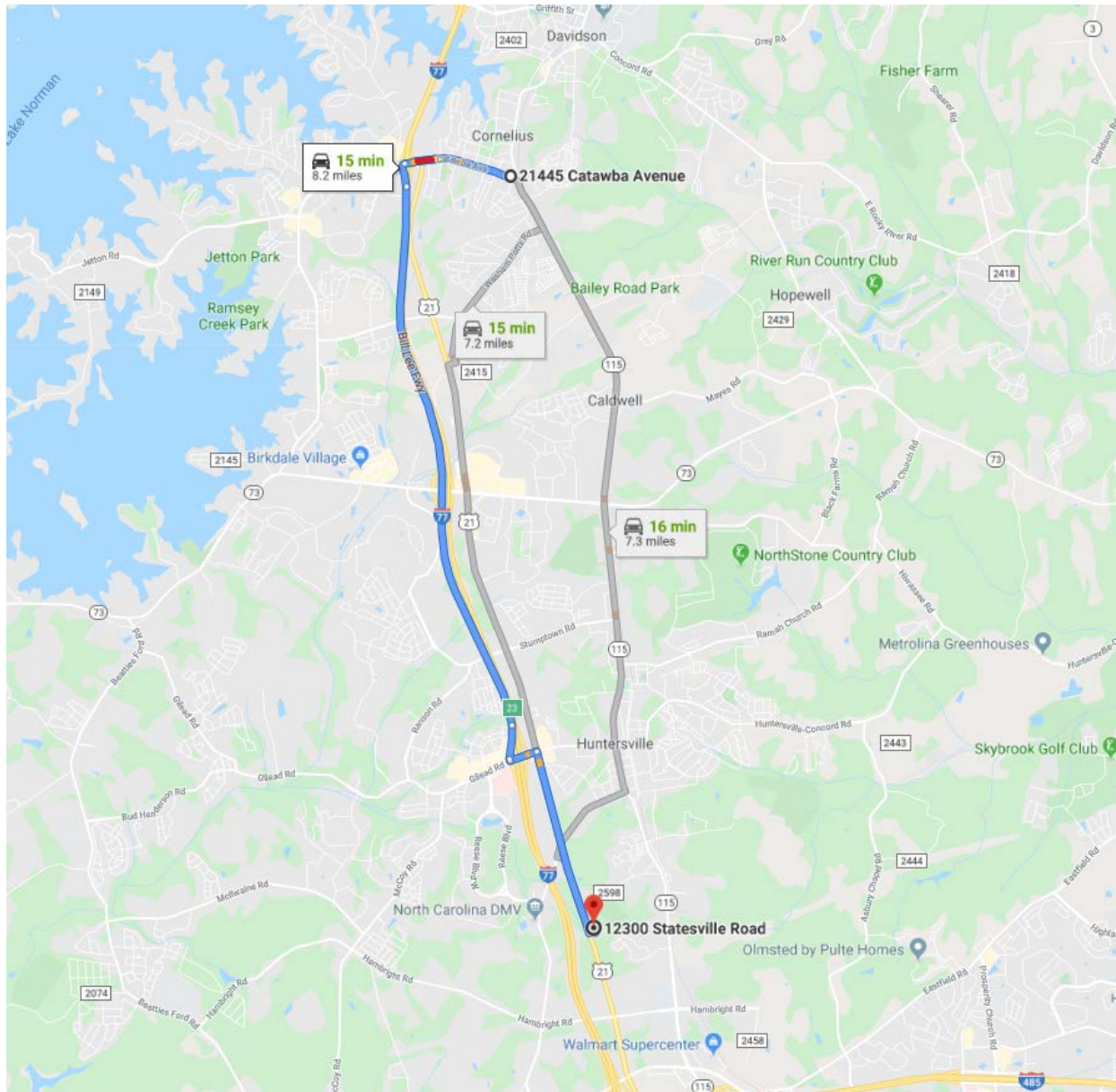
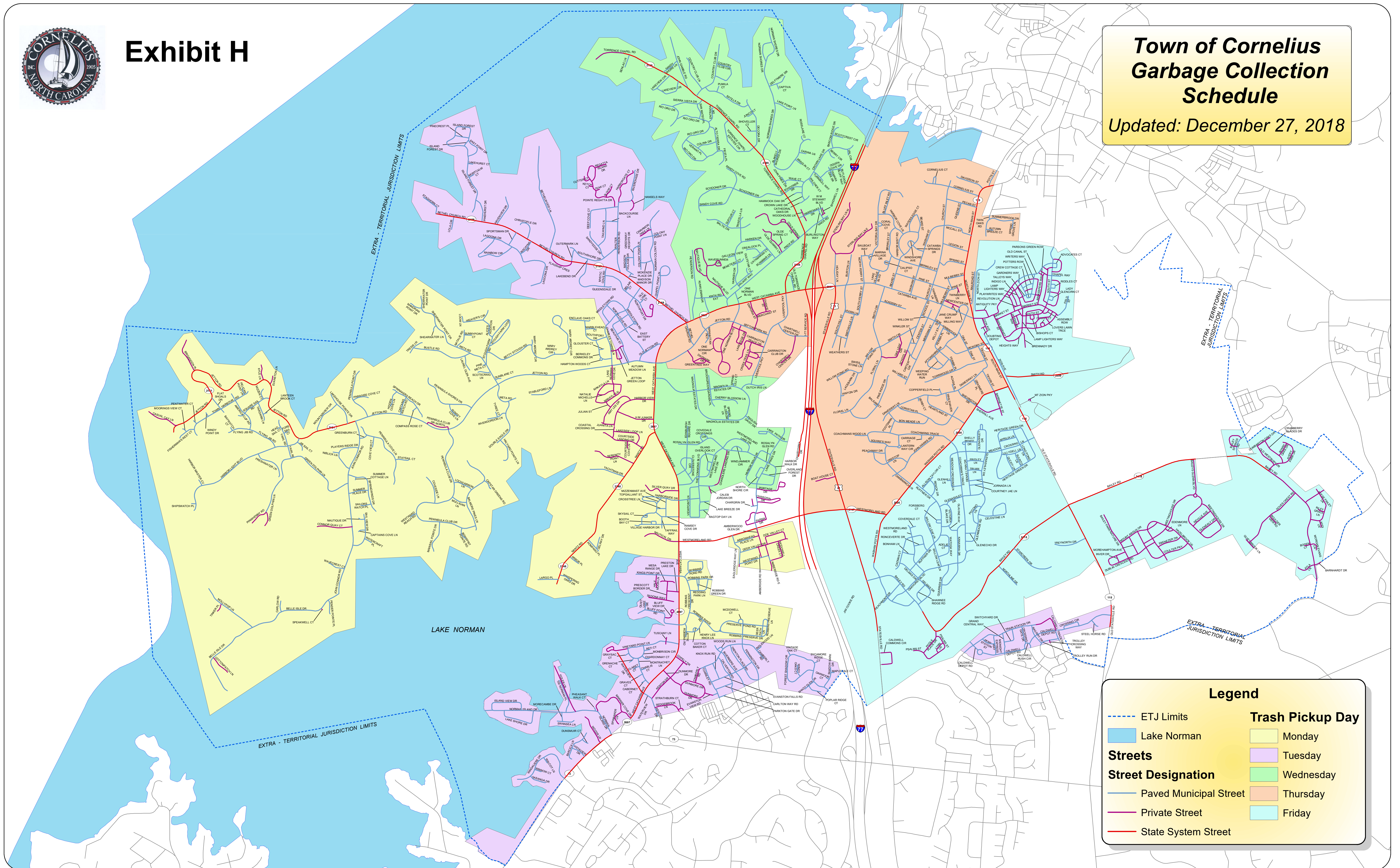




Exhibit H

Town of Cornelius Garbage Collection Schedule

Updated: December 27, 2018





Environmental
Quality

State of North Carolina

Department of Environmental Quality

Division of Waste Management &

Division of Environmental Assistance and Customer Service

Solid Waste and Materials Management Annual Report July 1, 2017 -- June 30, 2018

Please submit this form to Lgteam@ncdenr.gov by September 1, 2018.

On the following pages you will find the Local Government Solid Waste and Materials Management Annual Report Form for Fiscal Year 2017-2018. Each North Carolina County and Municipality is required to complete this report annually. Completion and submission of this report will fulfill the annual reporting mandate to the state as required by G.S. 130A-309.09A. Failure to complete and submit this report could result in the local government being excluded from distributions of Solid Waste Disposal Tax Proceeds and other Department of Environmental Quality grants.

Instructions:

Each local government should determine which staff member is responsible for preparing and submitting the annual report and ensure that the report is completed and submitted before the reporting deadline on September 1, 2018.

Options for obtaining a blank copy of this form:

- 1 - download a copy of the form from this web site: <http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/annual-reporting>
- 2 - call the Division of Environmental Assistance and Customer Service at 877-623-6748
- 3 - request a copy of the form by sending an email to Lgteam@ncdenr.gov.

This form must be completed electronically using Adobe Reader. Adobe Reader can be downloaded for free at the following web site: <https://get.adobe.com/reader/> - it is suggested that you complete the form using the latest version of Adobe Reader. Please **DO NOT** complete this form using Adobe Acrobat Pro.

Complete the form by entering responses in the appropriate fields using Adobe Reader. Please save a copy of the completed form to your computer for your records by using the "Save As" option and choosing an appropriate file name. When naming the file, please include your community's name as a part of the file name.

After completing the report form, please submit a copy electronically to the Division of Environmental Assistance and Customer Service by attaching the report file to an email to Lgteam@ncdenr.gov

If you need assistance completing or submitting this form, please feel free to contact one of the following Division of Environmental Assistance and Customer Service staff members:

Wendy Worley, phone: 919-707-8136, email: wendy.worley@ncdenr.gov

Matt James, phone: 919-707-8133, email: matt.james@ncdenr.gov

Form Year 2018



Environmental
Quality

Required - Enter Your Local Government Name:

Town of Cornelius

Local Government Report Form

State of North Carolina

Department of Environmental Quality

Division of Waste Management &

Division of Environmental Assistance and Customer Service

Solid Waste and Materials Management Annual Report

July 1, 2017 -- June 30, 2018

**COMPLETION AND SUBMISSION OF THIS REPORT WILL FULFILL THE ANNUAL REPORTING
MANDATE TO THE STATE AS REQUIRED BY G.S. 130A-309.09A.**

Please submit this form to Lgteam@ncdenr.gov by **September 1, 2018**.

If you have questions or need assistance completing this form, please call 919-707-8136 or 919-707-8133.

Person Completing This Report: Tyler Beardsley Title: Assistant Town Manager
Mailing Address: PO Box 399 City: Cornelius Zip: 28031
Phone: 704-892-6031 Fax: 704-896-2465 Date: 8/22/2018
Email: tbeardsley@cornelius.org

General Instructions

Please remember that the time period for the report is JULY 1, 2017 through JUNE 30, 2018. Please check "No" if you have nothing to report for a specific question.

1. Did your local government have a Recycling Coordinator or similar position for FY 17-18? ☐ Yes ☒ No

Name Recycling Coordinator (if different from person completing this report.)

Name: _____ Title: _____

Address: _____ City: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

2. Did your local government have a Solid Waste Director or similar position for FY 17-18? ☐ Yes ☒ No

If Yes, Name: _____ Title: _____

Address: _____ City: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

3. Did your local government have **dedicated or part-time** Solid Waste Enforcement Staff for FY 17-18? ☐ Yes ☒ No

If Yes, Name: _____ Title: _____

Address: _____ City: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

4. Did your local government have solid waste ordinances in place addressing any of the following during FY 17-18? (if yes, please check all that apply)

☐ Disposal Bans ☐ Illegal Dumping ☒ Littering ☐ Other, Please Describe: _____

5. Did your local government manage, provide or contract for any solid waste services in FY 17-18 (e.g., collection, disposal, recycling, mulching, composting)? ☒ Yes ☐ No

If you answer "No" to question 5, the report is complete, please email to Lgteam@ncdenr.gov.

Part I. Waste Reduction and Recycling Programs Serving Government Facilities

The following questions pertain to waste reduction and recycling activities / programs that serve local government facilities.

6. Did your local government have a recycling program in place for collecting recyclable materials generated at public buildings in FY 17-18? ☒ Yes ☐ No
7. Did your local government have any program or policy encouraging or requiring local agencies to purchase products with recycled content? ☐ Yes ☒ No
8. Did your local government have a program in place to collect and recycle spent fluorescent lights generated from the public buildings and facilities that were operated by your government in FY 17-18? ☐ Yes ☒ No

Part II. Waste Reduction and Recycling Programs Serving the Public

SOURCE REDUCTION / REUSE

9. Did your local government have a backyard composting program? ☐ Yes ☒ No
10. If yes, please check all backyard composting activities that apply:
☐ Education ☐ Demonstration site(s) ☐ Bin distribution/sales Number of Bins distributed? _____
11. Did your local government operate a program to promote source reduction efforts such as junk mail reduction, phone book opt-out through www.yellowpagesoptout.com, or by promoting the use of non-toxic alternatives? ☐ Yes ☒ No
12. Did your local government offer a waste exchange or reuse program? ☐ Yes ☒ No
13. If you answered "yes" in question 12, please indicate which waste exchange and/or reuse programs were available to the public:
☐ Swap shop/shed Number of sheds in use? _____ ☐ Paint exchange Number of gallons recovered? _____
☐ Other (e.g. pallet exchange, etc.) _____

PUBLIC RECYCLING SERVICES

14. Which of the following responses best describes your recyclables recovery activities for the period July 1, 2017 through June 30, 2018?
- ☒ My local government **DID operate or contract** for a recyclables recovery program. (please continue to question 15)
- ☐ My local government **DID NOT operate or contract** for recyclables recovery **BUT DID participate** in a recyclables recovery program sponsored by another local government. (Please identify the public agency/organization responsible for its operation; **then go to Part IV on page 7.**)
- With which local government did you participate? _____
- ☐ My local government **DID NOT operate, contract or participate** in a recycling program. (Go to Part IV on page 7.)

If your local government **DID operate or contract** for a recyclables recovery program, please indicate in the following sections the type of program in operation and provide specifics about your program(s).

CURBSIDE RECYCLING PROGRAM

15. Did your government operate a Curbside Recycling Program? ☐ Yes ☐ No, skip to question # 25
16. Who collected the recyclable materials for your local government's curbside recycling program?
- ☐ Local government employees
- ☒ Private contractor (please specify) Republic Services
- ☐ Franchised hauler (please specify) _____
- ☐ Other (please specify) _____

17. Please provide the following information about your community:
- Total number of households in your jurisdiction? 10,006
 - Number of households eligible to participate in the curbside recycling program: 10,006
 - Provide the **number of households** that participate in the curbside recycling program (estimate if necessary): 6,000
18. If your curbside recycling program is operated through a public franchise granted to a private company then please answer the following:
 Is public participation in the franchise: ☐ Voluntary or ☐ Mandatory
 Does your franchise consist of: ☐ One service district or ☐ Multiple service districts
19. What sector(s) of your community was served by the curbside recycling program?
☒ Residential ☒ Commercial ☐ Industrial
20. If you checked commercial or industrial in question 19, please indicate the number of accounts served: 500
21. How frequently were the curbside recyclables collected?
☐ Once a week ☒ Every other week / biweekly
☐ Other _____
22. Please describe the collection containers used:
☐ Bins ☐ Blue bags
☐ Multi-bin system ☒ Roll-out carts
23. Please describe the method / style of recyclable materials handling:
☐ curb-sort (collector separates material as collected) ☒ single stream / commingled
☐ dual / two stream ☐ don't know / other
24. If you checked "Roll-out carts" in question 22, please indicate the approximate size (volume) of the carts used:
☐ less than 50 gallon cart ☐ 65 gallon cart
☐ 95 gallon cart ☒ multiple sizes of cart available

DROP-OFF RECYCLING PROGRAM

25. Did your government operate a Drop-off Recycling Program? ☐ Yes ☒ No, skip to question # 32
26. Who collected the recyclable materials for your local government's drop-off recycling program?
☐ Local government employees
☐ Private contractor
☐ Other (please specify) _____
27. Please describe the method / style of recyclable materials handling for your drop-off recycling program:
☐ source-separated (citizens separate materials by type) ☐ single stream / commingled
☐ dual / two stream (paper separated from cans/bottles) ☐ don't know / other
28. Please estimate the number of households served by your drop-off recycling program. _____
29. What sector(s) of your community are served by the drop-off recycling program? ☐ Residential ☐ Commercial ☐ Industrial
30. How many drop-off locations did you provide for the citizens in your jurisdiction? Number of Sites: _____
31. How many of these locations were staffed with attendants? ☐ All ☐ None ☐ Some please list # of staffed sites: _____

ELECTRONICS RECYCLING PROGRAM

Please answer the following questions about local government sponsored efforts to collect electronics from the public. The tonnage of any materials collected by the electronics recycling programs should be listed in the "Other" column in the Recycling Tonnages Chart on pg 5.

32. Did your community operate an electronics recycling program in FY 17-18? ☐ Yes ☒ No, skip to question # 38
- If you did operate an electronics recycling program, please indicate style of program:
☐ Permanent - Curbside Collection ☐ Permanent - Drop-off ☐ Scheduled Collection Day or Event ☐ Part of HHW Program
- If you offer curbside collection of electronics is it: ☐ by appointment or ☐ unscheduled
- If you operate a drop-off electronics program, how many collection sites do you provide? Number of Sites: _____

33. Did your electronics recycling program collect or accept televisions from (check all that apply): ☐ Residences ☐ Businesses
34. Did your electronics recycling program collect or accept computer equipment from (check all that apply): ☐ Residences ☐ Businesses
35. DEQ distributes Electronics Management Funds each February to eligible governments (G.S. 130A-309.137). If your government was eligible to receive proceeds from the State Electronics Management Fund in February of 2018, please provide the following information:
- Electronics Management Fund balance as of July 1, 2017: \$ _____
- Electronics Management Funds received from DEQ during FY 17-18 (Feb 2018 distribution): \$ _____
- Electronics Management Funds spent during FY 17-18: \$ _____
- Electronics Management Fund balance as of June 30, 2018: \$ _____
36. Briefly explain how Electronics Management Funds were spent during FY 2017-18 (please list items purchased if applicable):
-
37. If you did operate an electronics recycling program, please provide the following information about your vendor / contractor:
- Name of electronics recycling vendor(s) during FY 17-18: _____
- Does the electronics recycling vendor(s) listed above hold either the e-Steward or R2 certifications? ☐ Yes ☐ No

OTHER PUBLIC RECYCLING PROGRAMS

Please answer the following questions about local government sponsored recycling efforts. List only programs operated or contracted for by the local government. The tonnage of any materials collected by the following programs should be listed in the "Other" column in the Recycling Tonnages Chart on pg 5.

38. Did your local government operate a multifamily recycling collection program that provides on-property recycling service for residents of multifamily properties in a manner other than through your curbside or dropoff recycling programs? ☒ Yes ☐ No
39. Did your local government operate a recycling program to serve commercial or institutional members of your community in a manner other than through your curbside or dropoff recycling programs? ☐ Yes ☒ No
40. Does your local government provide recycling services to Alcoholic Beverage Commission permit holders? ☐ Yes ☒ No
- ☐ On-site collection services provided If on-site collection provided, please estimate # of ABC accounts served: _____
- ☐ Public drop-off recycling sites available for ABC On Premises Permit holders to use
41. Does your local government operate a program to recycle Construction and Demolition materials? ☐ Yes ☒ No
- If yes, please check all materials that were recycled and report tonnages in tonnage table on page 5:
- ☐ Clean Wood ☐ Brick, concrete, etc. ☐ Sheetrock ☐ Vinyl siding ☐ Shingles ☐ Metals ☐ Other
42. Does your local government have an ordinance regulating the construction and demolition waste stream with the intention of encouraging or requiring waste reduction or recycling of these materials? ☐ Yes ☒ No
43. Please identify all Away From Home / Recycling On The Go programs or services operated by your government during FY 17-18. (check all that apply and if possible indicate tonnages on page 5 in "Other" column)
- ☒ Public Parks Recycling Program ☒ Athletic Field /Venue Recycling Program
- ☐ Pedestrian Recycling Program ☒ Recycling Service for Special Events / Festivals
44. Please identify all "Other" programs or services operated by your government during FY 17-18. (check all that apply and if possible indicate tonnages on page 5 in "Other" column)
- ☐ Public School Recycling Program
- ☒ Scheduled Collection Drives (e.g. confidential document shredding event held quarterly, once a year, etc.)
- ☐ Lend-a-Bin Program where local government provides recycling containers to community organizations for use at events
- ☐ Organics / Food Waste Recycling other than yard waste program
- ☐ Oyster Shell Recycling Program
- ☐ Other Programs (please specify) _____

Programs to manage Special Wastes are addressed in Part III on page 6, please do not include Special Waste programs above.

RECYCLING TONNAGES FROM PUBLIC PROGRAMS

45. a. Enter data in the table below for ALL recycling programs operated or contracted for by your local government. Provide TONNAGES (or estimates) for each material collected for the period JULY 1, 2017 through JUNE 30, 2018. DO NOT include materials that were not collected or managed by your local government either directly or under contract to a private service provider.
- b. Do NOT report YARD WASTE, TIRES, HHW, USED OIL, OIL FILTERS, ANTI-FREEZE, BATTERIES or other SPECIAL WASTE tonnages on this page - these items should be reported in other sections of report form. See page 6 for SPECIAL WASTES.
- c. Please report materials collected in tons only. Please only extend numbers to two decimal places (x.xx).
- d. If you collected single stream or other commingled materials, record Tons in the "Commingled tons" row and then check the box for each individual material type that was commingled.

PROGRAM	Curbside		Drop-off		All "Other" Programs		Total Tons (totals are calculated by form)
	<input type="checkbox"/> if Yes	Tons	<input type="checkbox"/> if Yes	Tons	<input type="checkbox"/> if Yes	Tons	
GLASS:							
Clear	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Brown	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Green	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Mixed	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
PLASTIC:							
PET #1	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
HDPE #2	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
All Plastic Bottles	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Other Plastic Containers	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Bulky Rigid Plastics	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
METAL:							
Aluminum Cans	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Steel Cans	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
White Goods	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Other Metal	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
PAPER:							
Newsprint (ONP)	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Cardboard (OCC)	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Magazines (OMG)	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Office Paper	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Mixed / Other Paper	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Cartons / Aseptic Containers	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
WOOD:							
Pallets	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Other Wood - DO NOT report yard waste tons here	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
OTHER MATERIALS:							
Textiles (clothes etc...)	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Televisions	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Other Electronics	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
C&D Materials Recycling	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Commingled tons-check all items collected above	<input checked="" type="checkbox"/>	2,225.98	<input type="checkbox"/>		<input type="checkbox"/>		2,225.98
TOTAL TONS:		2,225.98					2,225.98

46. **RECYCLING TONNAGE AS A RESULT OF POLICY OR ORDINANCE:** complete this section for materials that were recycled as a result of local government ordinances or policies but that were NOT collected or managed directly by your local government recycling program. E.g. a corrugated cardboard disposal ban supported by a reporting mechanism for collecting data on private recycling tonnages.

Material Type	Tons Diverted	Describe the mechanism that caused these materials to be recovered and data collection method

Part III. Special Waste Collections

This section concerns local government programs for managing materials that require special handling or that are banned from landfilling. Please provide responses and data as indicated below considering services provided to the public. Please do not include data on materials that were accepted and then disposed of in a landfill. Do not include materials generated exclusively by government operations (e.g. motor-fleet services). Question 47 is about materials accepted outside of any Household Hazardous Waste (HHW) Program or event. If special wastes were only accepted as a part of an HHW Program or HHW event and were not collected by separate recycling efforts then do not record materials in question # 47 but instead report with HHW materials in question # 48.

Special Waste Collections (Do Not Include Materials Collected as part of an HHW Collection Program or Event)

47. Special Waste Programs for Collecting Materials from Citizens by Material Type	Did program collect this material from the public?	# of sites	Data on quantities collected / managed. Please report in indicated units.
Used Motor Oil	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ gallons
Used Oil Filters	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ barrels, or _____ lbs
Used Antifreeze	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ gallons
Batteries, Lead Acid	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ # batteries, or _____ lbs
Batteries, Dry Cell	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ lbs
Fluorescent Bulbs/Lights Containing Mercury	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ lbs, or _____ # bulbs
Propane Tanks	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ lbs, or _____ # tanks
Used Cooking Oil / Waste Vegetable Oil	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ lbs, or _____ gallons
Other Special Wastes - please provide waste type here: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ lbs
Pesticide Containers (NCDA Program, not pesticides themselves)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ lbs, or _____ # containers
NCDA Pesticide Disposal Assistance Program (for management of pesticides, not containers)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ lbs
Latex Paint (do not include paint collected at HHW event or by a paint exchange program)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		_____ gals, or _____ lbs

Household Hazardous Waste (HHW) and Conditionally Exempt Small Quantity Generator (CESQG) Program or Event

48. Did your local government operate a household hazardous waste collection program or event in FY 17-18? ☐ Yes ☒ No
- If Yes, please respond to the following questions:
- Was HHW collected at a permitted Temporary Event or at a Permanent HHW Collection Facility? ☐ Permanent ☐ Temp. Event
 - How many days was your HHW Program open to accept materials during this Fiscal Year? _____
 - Did you partner or co-sponsor your HHW program with another local government? ☐ Yes ☐ No
Please list partner(s) _____
 - Provide number of citizens / households that participated in your HHW collection program this Fiscal Year? _____
 - Did your program accept materials from small businesses (Conditionally Exempt Small Quantity Generators)? ☐ Yes ☐ No
If yes, please estimate the amount of business material managed _____ pounds
 - Amounts of individual materials collected by HHW Program: if totals for individual materials are known please itemize below. If data about individual materials is not available, please simply provide total quantity of materials collected by HHW program in 48g below.
Note, materials listed here should only be those collected at an HHW Program and should not include materials listed in question 47.

Used Motor Oil (gal) _____

Used Oil Filters _____ # of Barrels, or _____ lbs.

Used Antifreeze (gal) _____

Lead Acid Batteries (lbs) _____

Other Batteries (lbs) _____

Fluorescent Bulbs / Lights Containing Mercury (lbs) _____
 - Provide Total Quantity of materials collected by HHW Program. If individual materials were reported in 48f, please net the weight of those materials out of the total listed here. _____ pounds
 - Please list HHW Collection Contractor _____
 - Estimated cost of HHW / CESQG program or event(s) \$ _____

Pages 3 through 6 should have only been completed by governments indicating in question # 14 that they DO provide recycling services. All governments answering "Yes" to question # 5 on page 1 should complete the rest of the report with the exception of PART VIII which is only to be completed by Counties.

Part IV. Yard Waste, Mulching and Composting Management

This section concerns management of vegetative materials. Yard waste may not be disposed in sanitary landfills, incinerators, or in unpermitted sites and it is illegal to burn. Composting and mulching are popular management options. Please answer the questions below about your management of vegetative materials. Do not include information on food waste or non-vegetative materials in this section.

49. Does your local government operate a yard waste program? ☐ Yes ☐ No If yes please indicate how yard waste is managed by checking all that apply: ☐ Collected curbside ☐ Collected at convenience center ☐ Received at yard waste, compost, or LCID facil.
50. Did a storm event significantly impact the amount of yard waste your government managed during FY 17-18? ☐ Yes ☐ No
51. What quantities of materials were managed by your yard waste program? **Provide information in TONS OR CUBIC YARDS of organic material (yard waste, brush, limbs, leaves, etc.) managed.** For conversion purposes, use 400 lbs./cubic yd.

Destination	Check if used	Tons	Cubic Yards	Please Provide Name and Location of Facility Receiving Vegetative Materials
End user (to farmer or home-owner)	<input type="checkbox"/>			
Your local government's mulch or compost facility	<input type="checkbox"/>			
Other public mulch or compost facility	<input checked="" type="checkbox"/>	1,559.66		Meck Co Recycling Ctr, 12300 Statesville Rd, Huntersville, NC
Private mulch or compost facility	<input type="checkbox"/>			
Land clearing and inert debris landfill (LCID)	<input type="checkbox"/>			
Energy / Fuel Use (e.g. boiler fuel market)	<input type="checkbox"/>			
Total		1559.66		

YARD WASTE MANAGEMENT FORMULA: If yard waste quantities are not tracked, you may use this formula below to help you estimate yard waste volume. Calculate for each truck used in your yard waste management program, and then enter the grand total volume managed by program in the appropriate boxes above. *Ex. 10 yd³ truck x 3 days/wk x 16 wks = 480 yd³*

_____ X _____ X _____ = _____ yd³
 Size of Truck (in yards) Avg. no. of times truck fills each week # of weeks truck is used during year TOTAL

Part V. Solid Waste Collection Services

This section concerns your local government's provision of solid waste (garbage) collection services.

52. Please complete the following table about your government's solid waste collection system.

Sector	Who Collects Solid Waste?				How is Solid Waste Collected?				Who Collects Solid Waste?	How is Solid Waste Collected?
	Insert Letter - see codes at right				Insert # - see codes at right					
Residential	Primary	B	Secondary	B	Primary	1	Secondary	1	a. Local government employees	1. Once a week at household
Commercial	Primary	B	Secondary	B	Primary	1	Secondary	1	b. By Contract	2. Twice a week at household
Industrial	Primary	D	Secondary	D	Primary	6	Secondary	6	c. Franchise haulers	3. Convenience center/greenbox
									d. Local government not involved in provision of service	4. As needed or by request
										5. Daily
										6. Other

53. If you provide residential waste collection at single-family households in your jurisdiction, please answer the following questions:

What type of collection method is used? ☒ Fully Automated ☐ Semi-Automated ☐ Manual ☐ Don't know

What is the standard collection frequency? ☒ Weekly ☐ Two times per week ☐ Other

What is the typical service point for single family household waste? ☒ Curbside ☐ Back yard / Back door

What type of collection container is used? ☒ Government-provided carts ☐ Resident-provided container ☐ Bags

Do you offer bulky waste collection services? ☐ Yes ☒ No

54. For municipalities - did your government collect white goods at the curb? ☐ Yes ☒ No
- If so, were white goods delivered to the county for marketing? ☐ Yes ☐ No

Part VI. Solid Waste and Recycling Educational Activities

55. Did **your local government** have an education program to inform citizens specifically about solid waste management and / or recycling issues / activities? ☐ Yes ☒ No (If No, skip to Part VII, page 8)
56. Please estimate your annual budget for solid waste related education and outreach activities: \$ _____
57. Does your community produce recycling education and outreach materials in languages besides English? ☐ Yes ☐ No
- If YES, please list other languages used: _____
58. Please provide your recycling website address and public information phone number if applicable.

Website: _____

Phone #: _____

Part VII. Resources for Solid Waste Management and Full Cost Accounting

Sufficient resources available to solid waste management programs are essential for continued success of these programs. The following questions deal with funding of your community's solid waste and materials management programs.

59. Did your local government operate an Enterprise Fund for solid waste services in FY 17-18? ☐ Yes ☒ No

60. With regards to funding sources, check all that apply to your local government:

- | | | |
|--|---|--|
| <input type="checkbox"/> Tipping fees | <input type="checkbox"/> Volume/weight-based fees (e.g. PAYT) | <input type="checkbox"/> Tire tax |
| <input type="checkbox"/> Property taxes / general fund | <input type="checkbox"/> Sale of recyclables | <input type="checkbox"/> White Goods tax |
| <input type="checkbox"/> Per household charges | <input type="checkbox"/> Grants | <input type="checkbox"/> Disposal Tax |

61. NC Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to GS 105-187.63 these funds must be used by a city or county solely for solid waste management programs and services.

How are disposal tax distributions being used? _____

62. If applicable, please provide your FY 17-18 household fees. (e.g., a. \$45.00 per year per household for solid waste)

- a. \$ _____ per _____ per _____ for solid waste
- b. \$ _____ per _____ per _____ for recycling
- c. \$ _____ per _____ per _____ for yard waste
- d. \$ _____ per _____ per _____ for bulky waste
- e. \$ _____ per _____ per _____ availability fee
- f. \$ _____ per _____ per _____ total charge

63. Did your local government operate a Pay-As-You-Throw program for residential garbage during FY 17-18? (a system where residents are charged a fee by weight or volume for the amount of trash they discard) ☐ Yes ☒ No

According to GS 130A-309.08, local governments are required to conduct full cost accounting annually and to develop a system to inform users of such costs.

64. If your local government contracts for solid waste or recycling services, please report the annual contract amount.

\$ _____ For solid waste services per year

\$ _____ For recycling per year

OR

\$2,011,782 Combined Contract (solid waste, and recycling)

65. Collection Programs: Please complete the following table to the best of your ability to display the full costs of your local government's collection programs for waste, recyclables and yard waste including materials collected from convenience centers. **If full cost analysis is not available, please report program budget in Total Cost column.**

	# of Households served	Tons Collected	Collection Cost	Disposal Cost (tipping fees paid)	Total Cost including overhead	Cost Per Ton Managed (calculated by form)
Municipal Solid Waste*	10,006	8,145.76	7.25		870,522	106
Recycling Program**	10,006	2,225.98	3.15		378,226.8	169
Yard Waste Program	10,006	1,559.66	4.26		511,506.72	327
Totals (calculated by form):		11,931.4	14.66		1,760,255.52	147

*for materials collected and sent for eventual disposal in a Municipal Solid Waste or Construction and Demolition Landfill.

**for materials collected by public recycling programs including those services offered to commercial and industrial generators. Do not include special waste services.

66. If your government operates a landfill, transfer station, yard waste /compost facility or recycling facility, please provide total budget for facility operations (round to nearest dollar). If budgets for different facilities are combined, please attempt to allocate costs proportionately.

Landfill Budget: \$ _____

Transfer Station Budget: \$ _____

Yard Waste / Compost Facility Budget: \$ _____

Recycling Facility Budget: \$ _____

67. What was your government's total combined annual budget for all solid waste and recycling services in 17-18? \$ _____

Part VIII. County Mandated Programs

The following questions pertain to programs mandated by N.C. statute to be provided by each county. **Only county governments need to complete this section (questions 68 through 96).** Municipalities should skip to Part IX on page 11. Counties - failure to complete Part VIII may result in non-eligibility for grant requests.

WHITE GOODS

68. Please provide name, address, phone number, and e-mail of person responsible for white goods program.

Name: _____ Title: _____
 Address: _____ City: _____ Zip: _____
 Telephone: _____ Fax: _____ Email: _____

69. Please provide the physical address of the primary county white goods collection site.

Street 1: _____
 Street 2: _____
 City: _____ State: North Carolina Zip: _____

70. Please provide the name of the business or person that removes the refrigerant gases (CFCs) from white goods.

Name: _____
 Street: _____
 City: _____ State: North Carolina Zip: _____
 Phone: _____ Fax: _____ Email: _____

71. Give amounts / types of CFCs removed. Attach records of CFC removal, and copy of certification of person(s) performing extraction.

Type of CFC Removed	Amount

72. CFCs may be recycled or sent for destruction. Give name of firm, disposal method and amount earned / spent for CFC disposal.

Firm	Method of Disposal	Amount Earned	Amount Spent

73. Please report the tonnage of white goods collected during FY 2017-18 in the Recycling Tonnages table on page 5 (question # 45). Was white goods tonnage reported on page 5? ☐ Yes ☐ No

74. List the amount of revenue for the white goods program by source:

Revenue collected from sale of scrap: \$ _____
 Revenue collected from White Goods Tax Distributions: \$ _____
 Revenue from other source (e.g. grants): \$ _____
 Total Revenue: \$ _____

75. According to the White Goods Law, White Good Tax Distributions must be spent on white goods activities. Give amounts and types of expenditures White Good Tax Distributions were used for (do not include funds received from grants).

Operational Expenses: \$ _____
 Capital Improvements: \$ _____
 Clean-up of Illegal White Goods Dumps: \$ _____
 Total Expenditures: \$ _____

SCRAP TIRES

76. Please provide name, address, phone number, and e-mail of person responsible for scrap tires program.

Name: _____ Title: _____

Address: _____ City: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

77. Please provide the physical address of the primary county scrap tires collection site.

Street 1: _____

Street 2: _____

City: _____ State: North Carolina Zip: _____

78. Tonnage/Number of scrap tires disposed July 1, 2017-June 30, 2018 (excluding tires from cleanup of nuisance sites)

_____ Tons **or** _____ Number of tires

79. Tonnage/Number of scrap tires disposed from cleanup of state or county designated nuisance sites

_____ Tons **or** _____ Number of tires

80. Indicate the types of tires collected by the county:

Passenger _____ % Heavy Truck _____ % Large Off-Road _____ %

81. List the amount of revenue for the scrap tire program by source:

Revenue from Scrap Tire Tax Distributions: \$ _____

Revenue from Tire Fees: \$ _____

Revenue from Scrap Tire Clean-up Reimbursements: \$ _____

Revenue from Scrap Tire Cost-Overrun Grants: \$ _____

Total Revenue: \$ _____

82. County's total scrap tire program contract expenditure (contract disposal/hauling costs), \$ _____
excluding costs of nuisance tire cleanups, for FY 17-18.

83. County's additional scrap tire program expenditure (i.e. labor, convenience center cost), if any.

Labor \$ _____

Site Cost \$ _____

Other \$ _____ describe Other: _____

84. County's contract cost for scrap tire disposal. \$ _____ / Ton; \$ _____ / Tire

85. Hauling cost or fuel surcharge, if not included in contract cost above. \$ _____ / Ton; \$ _____ / Tire

86. Total tipping fees collected for tires not eligible for free disposal. \$ _____

87. Total number of tires collected not eligible for free disposal: _____

88. If scrap tires were not hauled off site by contracted service provider, were they cut and disposed in a local landfill? ☐ Yes ☐ No

89. Name of tire disposal/recycling firm(s): _____

TEMPORARY DISASTER DEBRIS STAGING SITES

90. Does your local government have a plan in place for management of disaster debris? ☐ Yes ☐ No

If yes, indicate if the plan is a stand-alone plan or in conjunction with local government agencies: ☐ Stand-alone ☐ In conjunction

91. If you indicated having a plan, has the plan been reviewed by N.C. Emergency Management or FEMA to ensure it meets the basic requirements for public assistance reimbursement in a declared disaster event? ☐ Yes ☐ No

92. Please list the name, contact numbers(s), and e-mail address of the person(s) in charge of the disaster debris management program for your local government:

Name: _____ Name: _____ Name: _____

Phone: _____ Phone: _____ Phone: _____

E-mail: _____ E-mail: _____ E-mail: _____

93. Please list the temporary disaster debris staging sites in your county or municipality which have been reviewed for conflicts with the Natural Heritage Program (NHP) and the State Historic Preservation Office (SHPO) through coordination with the Solid Waste Section. *Please note that the vetting of a site prior to a disaster is advantageous to local governments because a staging site which is found to have impacted federal or state resources after a disaster may cause difficulty for local governments when attempting to obtain FEMA reimbursement. Attach extra sheets, if needed.*

Disaster Site #	Site Name	Disaster Site #	Site Name

94. Does your plan address the management of household hazardous waste and white goods following a disaster? ☐ Yes ☐ No
95. Does your plan address mass animal mortality? ☐ Yes ☐ No

MANAGEMENT OF ABANDONED MANUFACTURED HOMES BY COUNTIES

96. Has your county considered whether to implement a program for the management of abandoned manufactured homes? ☐ Yes ☐ No
- If yes, has your county developed a written plan for the management of abandoned manufactured homes? ☐ Yes ☐ No

Part IX. Comments

Use this section to elaborate on any info provided in your report as necessary. We would appreciate your comments about this report or other matters regarding solid waste management in North Carolina. Thank you for your time. You may submit additional sheets if needed.

This form is to be submitted electronically. If you require assistance, please contact one of these NC DEACS staff members:

Matt James, email: matt.james@ncdenr.gov phone 919-707-8133
Wendy Worley, email: wendy.worley@ncdenr.gov phone: 919-707-8136

The Division of Environmental Assistance and Customer Service Local Government Assistance Team is ready to assist you in any way we can. Please visit our Web site at <https://deq.nc.gov/conservation/recycling/local-government-recycling-assistance> or e-mail us at Lgteam@ncdenr.gov





State of North Carolina

Department of Environmental Quality

Division of Waste Management &

Division of Environmental Assistance and Customer Service

Solid Waste and Materials Management Annual Report

July 1, 2018 - June 30, 2019

Submit this form to Lgteam@ncdenr.gov by September 1, 2019.

On the following pages, you will find the Local Government Solid Waste and Materials Management Annual Report Form for Fiscal Year 2018-2019. Each North Carolina county and municipality is required to complete this report annually. Completion and submission of this report will fulfill the annual reporting mandate to the state as required by G.S. 130A-309.09A. Failure to complete and submit this report could result in the local government being excluded from distributions of Solid Waste Disposal Tax Proceeds and other Department of Environmental Quality grants.

Instructions

You can download a blank copy of this form from this web site: <http://deq.nc.gov/about/divisions/waste-management/solidwaste-section/annual-reporting>

This form must be completed electronically using Adobe Reader. It is suggested that you complete the form using the latest version of Adobe Reader which can be downloaded for free at: <https://get.adobe.com/reader/>. Please **DO NOT** complete this form using Adobe Acrobat Pro.

Complete the form by entering responses in the appropriate fields using Adobe Reader. Please save a copy of the completed form to your computer for your records by using the "Save As" option. Name the file Community Name LGAR 2018-19. For example, Aberdeen LGAR 2018-19.

After completing the report form, please submit a copy electronically to the Division of Environmental Assistance and Customer Service by attaching the report file to an email to Lgteam@ncdenr.gov

If you need assistance completing or submitting this form, please feel free to contact one of the following Division of Environmental Assistance and Customer Service staff members:

Sandy Skolochenko, phone: 919-707-8147, email: sandy.skolochenko@ncdenr.gov

Matt James, phone: 919-707-8133, email: matt.james@ncdenr.gov

Form Year

2019



Required: Select your Local Government Name
CORNELIUS

State of North Carolina

Department of Environmental Quality
Division of Waste Management &

Division of Environmental Assistance and Customer Service

Local Government Report Form

**COMPLETION AND SUBMISSION OF THIS REPORT WILL FULFILL THE ANNUAL REPORTING
MANDATE TO THE STATE AS REQUIRED BY G.S. 130A-309.09A.**

Please submit this form to Lgteam@ncdenr.gov by September 1, 2019.

If you have questions or need assistance completing this form, please call 919-707-8147 or 919-707-8133.

Person Completing This Report: Tyler Beardsley Title: Assistant Town Manager/Public Works Director

Mailing Address: PO Box 399 City: Cornelius Zip: 28031

Phone: 704-892-6031 Date: 7/22/2019

Email: tbeardsley@cornelius.org

General Instructions

Please remember that the time period for the report is JULY 1, 2018 through JUNE 30, 2019. Please check "No" if you have nothing to report for a specific question.

1. Did your local government have a Recycling Coordinator or similar position for FY 18-19? ☐ Yes ☒ No

Name Recycling Coordinator (if different from person completing this report.)

Name: _____ Title: _____

Address: _____ City: _____ Zip: _____

Telephone: _____ Email: _____

2. Did your local government have a Solid Waste Director or similar position for FY 18-19? ☐ Yes ☒ No

If Yes, Name: _____ Title: _____

Address: _____ City: _____ Zip: _____

Telephone: _____ Email: _____

3. Did your local government have **dedicated or part-time** Solid Waste Enforcement Staff for FY 18-19? ☐ Yes ☒ No

If Yes, Name: _____ Title: _____

Address: _____ City: _____ Zip: _____

Telephone: _____ Email: _____

4. Did your local government have solid waste ordinances in place addressing any of the following during FY 18-19? (if yes, please check all that apply)

☐ Disposal Bans ☐ Illegal Dumping ☒ Littering ☐ Construction & Demolition ☐ Other: _____

5. Did your local government manage, provide or contract for any solid waste services in FY 18-19 (e.g., collection, disposal, recycling, mulching, composting)? ☒ Yes ☐ No

If you answer "No" to question 5, the report is complete, please email to Lgteam@ncdenr.gov.

Part I. Waste Reduction and Recycling Programs Serving Government Facilities

6. Did your local government have a recycling program in place for collecting recyclable materials generated at public buildings in FY 18-19? ☒ Yes ☐ No
7. Did your local government have any program or policy encouraging or requiring local agencies to purchase products with recycled content? ☐ Yes ☒ No
8. Did your local government have a program in place to collect and recycle spent fluorescent lights generated from the public buildings and facilities that were operated by your government in FY 18-19? ☐ Yes ☒ No

Part II. Waste Reduction and Recycling Programs Serving the Public

SOURCE REDUCTION / REUSE

9. Did your local government have a backyard composting program? ☐ Yes ☒ No
10. If yes, please check all backyard composting activities that apply:
- ☐ Education ☐ Demonstration site(s) ☐ Bin distribution/sales Number of Bins distributed? _____
11. Did your local government operate a program to promote source reduction efforts such as junk mail reduction, reduction of single use plastics, food waste reduction, or promoting reuse and donation? ☐ Yes ☒ No
12. Did your local government offer a waste exchange or reuse program? ☐ Yes ☒ No
13. If you answered "yes" in question 12, please indicate which waste exchange and/or reuse programs were available to the public:
- ☐ Swap shop/shed Number of sheds in use? _____ ☐ Paint exchange Number of gallons recovered? _____
- ☐ Other (e.g. pallet exchange, etc.) _____

PUBLIC RECYCLING SERVICES

14. Which of the following responses best describes your recyclables recovery activities for the period July 1, 2018 through June 30, 2019? Choose **ONE** option that best applies.
- ☒ My local government **DID operate or contract** for a recyclables recovery program. (please continue to question 15)
- ☐ My local government **DID NOT operate or contract** for recyclables recovery **BUT DID participate** in a recyclables recovery program sponsored by another local government. (Please identify the public agency/organization responsible for its operation; then go to Part IV on page 7.)
- With which local government did you participate? _____
- ☐ My local government **DID NOT operate, contract or participate** in a recycling program. (Go to Part IV on page 7.)

CURBSIDE RECYCLING PROGRAM

15. Did your government operate a Curbside Recycling Program? ☒ Yes ☐ No, skip to question # 25
16. Who collected the recyclable materials for your local government's curbside recycling program?
- ☐ Local government employees
- ☒ Private contractor (please specify) Republic Services _____
- ☐ Franchised hauler (please specify) _____
- ☐ Other (please specify) _____

17. Please provide the following information about your community:
- Total number of households in your jurisdiction? 10,225
 - Number of households eligible to participate in the curbside recycling program: 10,225
 - Provide the **number of households** that participate in the curbside recycling program (estimate if necessary): 6,000
18. If your curbside recycling program is operated through a public franchise granted to a private company then please answer the following:
 Is public participation in the franchise: ☐ Voluntary or ☐ Mandatory
 Does your franchise consist of: ☐ One service district or ☐ Multiple service districts
19. What sector(s) of your community was served by the curbside recycling program?
☒ Residential ☒ Commercial ☐ Industrial
20. If you checked commercial or industrial in question 19, please indicate the number of accounts served: 500
21. How frequently were the curbside recyclables collected?
☐ Once a week ☒ Every other week / biweekly
☐ Other _____
22. Please describe the collection containers used:
☐ Bins ☐ Blue bags
☐ Multi-bin system ☒ Roll-out carts
23. Please describe the method / style of recyclable materials handling:
☐ curb-sort (collector separates material as collected) ☒ single stream / commingled
☐ dual / two stream ☐ don't know / other

DROP-OFF RECYCLING PROGRAM

24. Did your government operate a Drop-off Recycling Program? ☐ Yes ☒ No, skip to question # 31
25. Who collected the recyclable materials for your local government's drop-off recycling program?
☐ Local government employees
☐ Private contractor _____
☐ Other (please specify) _____
26. Please describe the method / style of recyclable materials handling for your drop-off recycling program:
☐ source-separated (citizens separate materials by type) ☐ single stream / commingled
☐ dual / two stream (paper separated from cans/bottles) ☐ don't know / other
27. Please estimate the number of households served by your drop-off recycling program. _____
28. What sector(s) of your community are served by the drop-off recycling program? ☐ Residential ☐ Commercial ☐ Industrial
29. How many drop-off locations did you provide for the citizens in your jurisdiction? Number of Sites: _____
30. How many of these locations were staffed with attendants? ☐ All ☐ None ☐ Some please list # of staffed sites: _____

ELECTRONICS RECYCLING PROGRAM

31. Did your community operate an electronics recycling program in FY 18-19? ☐ Yes ☒ No, skip to question # 37
- If you did operate an electronics recycling program, please indicate style of program:
☐ Permanent - Curbside Collection ☐ Permanent - Drop-off ☐ Scheduled Collection Day or Event ☐ Part of HHW Program
- If you offer curbside collection of electronics is it: ☐ by appointment or ☐ unscheduled
- If you operate a drop-off electronics program, how many collection sites do you provide? Number of Sites: _____

32. Did your electronics recycling program collect or accept televisions from (check all that apply): ☐ Residences ☐ Businesses
33. Did your electronics recycling program collect or accept computer equipment from (check all that apply): ☐ Residences ☐ Businesses
34. DEQ distributes Electronics Management Funds each February to eligible governments (G.S. 130A-309.137). If your government was eligible to receive proceeds from the State Electronics Management Fund in February of 2018, please provide the following information:
- Electronics Management Fund balance as of July 1, 2018: \$ _____
- Electronics Management Funds received from DEQ during FY 18-19 (Feb 2019 distribution): \$ _____
- Electronics Management Funds spent during FY 18-19: \$ _____
- Electronics Management Fund balance as of June 30, 2019: \$ _____
35. Briefly explain how Electronics Management Funds were spent during FY 2018-19 (please list items purchased if applicable):

36. If you did operate an electronics recycling program, please provide the following information about your vendor / contractor:
- Name of electronics recycling vendor(s) during FY 18-19: _____
- Does the electronics recycling vendor(s) listed above hold either the e-Steward or R2 certifications? ☐ Yes ☐ No

OTHER PUBLIC RECYCLING PROGRAMS

List only programs operated or contracted for by the local government. The tonnage of any materials collected by the following programs should be listed in the "Other" column in the Recycling Tonnages Chart on pg 5.

37. Did your local government operate a multifamily recycling collection program that provides on-property recycling service for residents of multifamily properties in a manner other than through your curbside or dropoff recycling programs? ☒ Yes ☐ No
38. Did your local government operate a recycling program to serve commercial or institutional members of your community in a manner other than through your curbside or dropoff recycling programs? ☐ Yes ☒ No
39. Does your local government provide recycling services to Alcoholic Beverage Commission permit holders? ☐ Yes ☒ No
- ☐ On-site collection services provided If on-site collection provided, please estimate # of ABC accounts served: _____
- ☐ Public drop-off recycling sites available for ABC On Premises Permit holders to use
40. Does your local government operate a program to recycle Construction and Demolition materials? ☐ Yes ☒ No
- If yes, please check all materials that were recycled and report tonnages in tonnage table on page 5:
- ☐ Clean Wood ☐ Brick, concrete, etc. ☐ Sheetrock ☐ Vinyl siding ☐ Shingles ☐ Metals ☐ Other
41. Please identify all Away From Home / Recycling On The Go programs or services operated by your government during FY 18-19. (check all that apply and if possible indicate tonnages on page 5 in "Other" column)
- ☒ Public Parks Recycling Program ☒ Athletic Field /Venue Recycling Program
- ☐ Pedestrian Recycling Program ☒ Recycling Service for Special Events / Festivals
42. Please identify all "Other" programs or services operated by your government during FY 18-19. (check all that apply and if possible indicate tonnages on page 5 in "Other" column)
- ☐ Public School Recycling Program
- ☒ Scheduled Collection Drives (e.g. confidential document shredding event held quarterly, once a year, etc.)
- ☐ Lend-a-Bin Program where local government provides recycling containers to community organizations for use at events
- ☐ Organics / Food Waste Recycling other than yard waste program
- ☐ Oyster Shell Recycling Program
- ☐ Other Programs (please specify) _____

Programs to manage Special Wastes are addressed in Part III on page 6, please do not include Special Waste programs above.

RECYCLING TONNAGES FROM PUBLIC PROGRAMS

43. a. Enter data in the table below for ALL recycling programs operated or contracted for by your local government. Provide TONNAGES (or estimates) for each material collected for the period JULY 1, 2018 through JUNE 30, 2019. DO NOT include materials that were not collected or managed by your local government either directly or under contract to a private service provider.
- b. Do NOT report YARD WASTE, TIRES, HHW, USED OIL, OIL FILTERS, ANTI-FREEZE, BATTERIES or other SPECIAL WASTE tonnages on this page - these items should be reported on page 6 in the SPECIAL WASTE section of this report.
- c. If you collected single stream or other commingled materials, record tons in the "Commingled tons" row and then check the box for each individual material type that was commingled.

PROGRAM	Curbside		Drop-off		All "Other" Programs		Total Tons (totals are calculated by form)
	<input checked="" type="checkbox"/> if Yes	Tons	<input checked="" type="checkbox"/> if Yes	Tons	<input checked="" type="checkbox"/> if Yes	Tons	
GLASS:							
Clear	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Brown	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Green	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Mixed	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
PLASTIC:							
PET #1	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
HDPE #2	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
All Plastic Bottles	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Other Plastic Containers	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Bulky Rigid Plastics	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
METAL:							
Aluminum Cans	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Steel Cans	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
PAPER:							
Newsprint (ONP)	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Cardboard (OCC)	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Magazines (OMG)	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Office Paper	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Mixed / Other Paper	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
Cartons / Aseptic Containers	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		
WOOD:							
Pallets					<input type="checkbox"/>		
Other Wood - DO NOT report yard waste tons here					<input type="checkbox"/>		
OTHER MATERIALS:							
Textiles (clothes etc...)					<input type="checkbox"/>		
Televisions					<input type="checkbox"/>		
Other Electronics					<input type="checkbox"/>		
C&D Materials Recycling					<input type="checkbox"/>		
White Goods					<input type="checkbox"/>		
Other Metal					<input type="checkbox"/>		
					<input type="checkbox"/>		
					<input type="checkbox"/>		
Commingled tons-check all items collected above*	<input checked="" type="checkbox"/>	1,906.88	<input type="checkbox"/>		<input type="checkbox"/>		1,906.88
TOTAL TONS:		1,906.88					1,906.88

44. *If you checked commingled, which material recovery facility does your community use: _____
45. **RECYCLING TONNAGE AS A RESULT OF POLICY OR ORDINANCE:** complete this section for materials that were recycled as a result of local government ordinances or policies but that were NOT collected or managed directly by your local government recycling program. E.g. a cardboard disposal ban results in private cardboard recycling (and you have a way to track the tons collected)

Material Type	Tons Diverted	Describe the mechanism that caused these materials to be recovered and data collection method

Part III. Special Waste Collections

Please provide responses and data as indicated below considering services provided to the public. Please do not include data on materials that were accepted and then disposed of in a landfill. Do not include materials generated exclusively by government operations (e.g. motor-fleet services). Question 46 is about materials accepted outside of any Household Hazardous Waste (HHW) Program or event. If special wastes were only accepted as a part of an HHW Program or HHW event and were not collected by separate recycling efforts then do not record materials in question # 46 but instead report with HHW materials in question # 47.

Special Waste Collections (Do Not Include Materials Collected as part of an HHW Collection Program or Event)

Special Waste Programs for Collecting Materials from Citizens by Material Type	Did program collect this material from the public?	# of sites	Data on quantities collected / managed. Please report in indicated units.
Used Motor Oil	<input type="checkbox"/> Yes		_____ gallons
Used Oil Filters	<input type="checkbox"/> Yes		_____ barrels, or _____ lbs
Used Antifreeze	<input type="checkbox"/> Yes		_____ gallons
Batteries, Lead Acid	<input type="checkbox"/> Yes		_____ # batteries, or _____ lbs
Batteries, Dry Cell	<input type="checkbox"/> Yes		_____ lbs
Fluorescent Bulbs/Lights Containing Mercury	<input type="checkbox"/> Yes		_____ lbs, or _____ # bulbs
Propane Tanks	<input type="checkbox"/> Yes		_____ lbs, or _____ # tanks
Used Cooking Oil / Waste Vegetable Oil	<input type="checkbox"/> Yes		_____ lbs, or _____ gallons
Other Special Wastes - please provide waste type here: _____	<input type="checkbox"/> Yes		_____ lbs
Pesticide Containers (NCDA Program, not pesticides themselves)	<input type="checkbox"/> Yes		_____ lbs, or _____ # containers
NCDA Pesticide Disposal Assistance Program (for management of pesticides, not containers)	<input type="checkbox"/> Yes		_____ lbs
Latex Paint (do not include paint collected at HHW event or by a paint exchange program)	<input type="checkbox"/> Yes		_____ gals, or _____ lbs

Household Hazardous Waste (HHW) and Very Small Quantity Generator (VSQG) Program or Event

47. Did your local government operate a household hazardous waste collection program or event in FY 18-19? ☐ Yes ☒ No

If Yes, please respond to the following questions:

a. Was HHW collected at a permitted Temporary Event or at a Permanent HHW Collection Facility? ☐ Permanent ☐ Temp. Event

b. How many days was your HHW Program open to accept materials during this Fiscal Year? _____

c. Did you partner or co-sponsor your HHW program with another local government? ☐ Yes ☐ No

Please list partner(s) _____

d. Provide number of citizens / households that participated in your HHW collection program this Fiscal Year? _____

e. Did your program accept materials from small businesses (Very Exempt Small Quantity Generators)? ☐ Yes ☐ No

If yes, please estimate the amount of business material managed _____ pounds

f. Amounts of individual materials collected by HHW Program: if totals for individual materials are known please itemize below. If data about individual materials is not available, please simply provide total quantity of materials collected by HHW program in 47g below. Note, materials listed here should only be those collected at an HHW Program and should not include materials listed in question 46.

Used Motor Oil (gal) _____ Used Oil Filters _____ # of Barrels, or _____ lbs.

Used Antifreeze (gal) _____ Lead Acid Batteries (lbs) _____ Other Batteries (lbs) _____

Fluorescent Bulbs / Lights Containing Mercury (lbs) _____

g. Provide Total Quantity of materials collected by HHW Program. If individual materials were reported in 47f, please net the weight of those materials out of the total listed here. _____ pounds

h. Please list HHW Collection Contractor _____

i. Estimated cost of HHW / VSQG program or event(s) \$ _____

Pages 3 through 6 should have only been completed by governments indicating in question # 14 that they DO provide recycling services. All governments answering "Yes" to question #5 on page 1 should complete the rest of the report with the exception of Questions #66 - #88 which are for Counties only.

Part IV. Yard Waste, Mulching and Composting Management

Yard waste may not be disposed in sanitary landfills, incinerators, or in unpermitted sites and it is illegal to burn. Do not include information on food waste or non-vegetative materials in this section.

48. Does your local government operate a yard waste program? ☒ Yes ☐ No If yes please indicate how yard waste is managed by checking all that apply: ☒ Collected curbside ☐ Collected at convenience center ☐ Received at yard waste, compost, or LCID facil.
49. Did a storm event significantly impact the amount of yard waste your government managed during FY 18-19? ☐ Yes ☒ No
50. What quantities of materials were managed by your yard waste program? **Provide information in TONS OR CUBIC YARDS of organic material (yard waste, brush, limbs, leaves, etc.) managed.** For conversion purposes, use 400 lbs./cubic yd.

Destination	Check if used	Tons	Cubic Yards	Facility Name and Location
End user (to farmer or home-owner)	<input type="checkbox"/>		or	
Your local government's mulch or compost facility	<input type="checkbox"/>		or	
Other public mulch or compost facility	<input checked="" type="checkbox"/>	1,923.74	or	Meck Co Recycling Ctr, 12300 Statesville Rd, Huntersville, NC
Private mulch or compost facility	<input type="checkbox"/>		or	
Land clearing and inert debris landfill (LCID)	<input type="checkbox"/>		or	
Energy / Fuel Use (e.g. boiler fuel market)	<input type="checkbox"/>		or	
Total		1923.74	or	

YARD WASTE MANAGEMENT FORMULA: If yard waste quantities are not tracked, you may use this formula below to help you estimate yard waste volume. Calculate for each truck used in your yard waste management program, and then enter the grand total volume managed by program in the appropriate boxes above. *Ex. 10 cubic yard truck x 3 days/wk x 16 wks = 480 cubic yards*

_____ X _____ = _____ cubic yards
 Size of Truck (in yards) Avg. no. of times truck fills each week # of weeks truck is used during year TOTAL

Part V. Solid Waste Collection Services

51. Please complete the following table about your government's solid waste (garbage) collection system.

Sector	Who Collects Solid Waste? Insert Letter - see codes at right				How is Solid Waste Collected? Insert # - see codes at right				Who Collects Solid Waste?	How is Solid Waste Collected?
	Primary	B	Secondary	B	Primary	1	Secondary	1	a. Local government employees	1. Once a week at household
Residential	Primary	B	Secondary	B	Primary	1	Secondary	1	b. By Contract	2. Twice a week at household
Commercial	Primary	B	Secondary	B	Primary	1	Secondary	1	c. Franchise haulers	3. Convenience center/greenbox
Industrial	Primary	D	Secondary	D	Primary	6	Secondary	6	d. Local government not involved in provision of service	4. As needed or by request
										5. Daily
										6. Other

52. If you provide residential waste collection at single-family households in your jurisdiction, please answer the following questions:

What type of collection method is used? ☒ Fully Automated ☐ Semi-Automated ☐ Manual ☐ Don't know

What is the standard collection frequency? ☒ Weekly ☐ Two times per week ☐ Other

What is the typical service point for single family household waste? ☒ Curbside ☐ Back yard / Back door

What type of collection container is used? ☒ Government-provided carts ☐ Resident-provided container ☐ Bags

Do you offer bulky waste collection services? ☐ Yes ☒ No

53. For municipalities - did your government collect white goods at the curb? ☐ Yes ☒ No
 If so, were white goods delivered to the county for marketing? ☐ Yes ☐ No

Part VI. Solid Waste and Recycling Educational Activities

54. Did your local government have an education program to inform citizens specifically about solid waste management and / or recycling issues / activities? ☐ Yes ☒ No (If No, skip to Part VII, page 8)
55. Please estimate your annual budget for solid waste related education and outreach activities: \$ _____
56. Does your community produce recycling education and outreach materials in languages besides English? ☐ Yes ☐ No
 If YES, please list other languages used: _____

Part VII. Resources for Solid Waste Management and Full Cost Accounting

57. Did your local government operate an Enterprise Fund for solid waste services in FY 18-19? ☐ Yes ☒ No
58. NC Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to GS 105-187.63 these funds must be used by a city or county solely for solid waste management programs and services.

Did your local government receive Solid Waste Disposal Tax distributions? ☒ Yes ☐ No

If yes, how are disposal tax distributions being used? Used for collection services

59. What other funding sources does your local government use?

- | | | |
|--|---|--|
| <input type="checkbox"/> Tipping fees | <input type="checkbox"/> Volume/weight-based fees (e.g. PAYT) | <input type="checkbox"/> Tire tax |
| <input type="checkbox"/> Property taxes / general fund | <input type="checkbox"/> Sale of recyclables | <input type="checkbox"/> White Goods tax |
| <input type="checkbox"/> Per household charges | <input type="checkbox"/> Grants | |

60. If applicable, please provide your FY 18-19 household fees (follow example format):

ex: \$ 75.00 per year per household for solid waste

a. \$ _____ per _____ per _____ for solid waste

b. \$ _____ per _____ per _____ for recycling

c. \$ _____ per _____ per _____ for yard waste

d. \$ _____ per _____ per _____ for bulky waste

e. \$ _____ per _____ per _____ availability fee

f. \$ _____ per _____ per _____ total charge

61. Did your local government operate a Pay-As-You-Throw program for residential garbage during FY 18-19? (a system where residents are charged a fee by weight or volume for the amount of trash they discard) ☐ Yes ☒ No

According to GS 130A-309.08, local governments are required to conduct full cost accounting annually and to develop a system to inform users of such costs.

62. If your local government contracts for solid waste or recycling services, please report the annual contract amount.

\$ _____ For solid waste services per year

\$ _____ For recycling per year

OR

\$ 2,014,451 Combined Contract (solid waste, and recycling)

63. Collection Programs: Please complete the following table to the best of your ability to display the full costs of your local government's collection programs for waste, recyclables and yard waste including materials collected from convenience centers. **If full cost analysis is not available, please report program budget in Total Cost column.**

	# of Households served	Tons Collected	Collection Cost	Disposal Cost (tipping fees paid)	Total Cost including overhead	Cost Per Ton Managed (calculated by form)
Municipal Solid Waste*	<u>10,225</u>	<u>8,127.45</u>	<u>7.4</u>		<u>907,980</u>	<u>111</u>
Recycling Program**	<u>10,225</u>	<u>1,906.88</u>	<u>3.21</u>		<u>393,867</u>	<u>206</u>
Yard Waste Program	<u>10,225</u>	<u>1,923.74</u>	<u>4.35</u>		<u>533,745</u>	<u>277</u>
Totals (calculated by form):		<u>11,958.07</u>	<u>14.96</u>		<u>1,835,592</u>	<u>153</u>

*for materials collected and sent for eventual disposal in a Municipal Solid Waste or Construction and Demolition Landfill.

**for materials collected by public recycling programs including those services offered to commercial and industrial generators. Do not include special waste services.

64. If your government operates a landfill, transfer station, yard waste /compost facility or recycling facility, please provide total budget for facility operations (round to nearest dollar). If budgets for different facilities are combined, please attempt to allocate costs proportionately. Landfill Budget: \$ _____

Transfer Station Budget: \$ _____

Yard Waste / Compost Facility Budget: \$ _____

Recycling Facility Budget: \$ _____

65. What was your government's total combined annual budget for all solid waste and recycling services in 18-19? \$ _____

Part VIII. Mandated Programs

The following questions pertain to programs mandated by NC statute. **Only Counties** need to complete questions 66 through 88. Failure to complete Part VIII may result in non-eligibility for grant funding. **Municipalities** should skip to question 89 on page 10.

WHITE GOODS

66. Please provide name, address, phone number, and e-mail of person responsible for white goods program.

Name: _____ Title: _____
 Address: _____ City: _____ Zip: _____
 Telephone: _____ Fax: _____ Email: _____

67. Please provide the physical address of the primary county white goods collection site.

Street 1: _____
 Street 2: _____
 City: _____ State: North Carolina Zip: _____

68. Please provide the name of the business or person that removes the refrigerant gases (CFCs) from white goods.

Name: _____
 Street: _____
 City: _____ State: North Carolina Zip: _____
 Phone: _____ Fax: _____ Email: _____

69. Give amounts / types of CFCs removed. Attach records of CFC removal, and copy of certification of person(s) performing extraction.

Type of CFC Removed	Amount

70. CFCs may be recycled or sent for destruction. Give name of firm, disposal method and amount earned / spent for CFC disposal.

Firm	Method of Disposal	Amount Earned	Amount Spent

71. Please report the tonnage of white goods collected during FY 2018-19 in the Recycling Tonnages table on page 5 (question # 43). Was white goods tonnage reported on page 5? ☐ Yes ☐ No

72. List the amount of revenue for the white goods program by source:

Revenue collected from sale of scrap: \$ _____
 Revenue collected from White Goods Tax Distributions: \$ _____
 Revenue from other source (e.g. grants): \$ _____
 Total Revenue: \$ _____

73. According to the White Goods Law, White Good Tax Distributions must be spent on white goods activities. Give amounts and types of expenditures White Good Tax Distributions were used for (do not include funds received from grants).

Operational Expenses: \$ _____
 Capital Improvements: \$ _____
 Clean-up of Illegal White Goods Dumps: \$ _____
 Total Expenditures: \$ _____

SCRAP TIRES

74. Please provide name, address, phone number, and e-mail of person responsible for scrap tires program.

Name: _____ Title: _____

Address: _____ City: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

75. Please provide the physical address of the primary county scrap tires collection site.

Street 1: _____

Street 2: _____

City: _____ State: North Carolina Zip: _____

76. Tonnage/Number of scrap tires disposed July 1, 2018-June 30, 2019 (excluding tires from cleanup of nuisance sites)

_____ Tons or _____ Number of tires

77. Tonnage/Number of scrap tires disposed from cleanup of state or county designated nuisance sites

_____ Tons or _____ Number of tires

78. Indicate the types of tires collected by the county:

Passenger _____ % Heavy Truck _____ % Large Off-Road _____ % Agricultural _____ %

79. List the amount of revenue for the scrap tire program by source:

Revenue from Scrap Tire Tax Distributions: \$ _____

Revenue from Scrap Tire Fees: \$ _____

Revenue from Scrap Tire Clean-up Reimbursements: \$ _____

Revenue from Scrap Tire Cost-Overrun Grants: \$ _____

Total Revenue: \$ _____

80. County's total scrap tire program contract expenditure (contract disposal/hauling costs), \$ _____, excluding costs of nuisance tire cleanups, for FY 18-19.

81. County's additional scrap tire program expenditure (i.e. labor, convenience center cost), if any.

Labor \$ _____

Site Cost \$ _____

Other \$ _____ describe Other: _____

82. County's contract cost for scrap tire disposal. \$ _____ / Ton; \$ _____ / Tire

83. Hauling cost or fuel surcharge, if not included in contract cost above. \$ _____ / Ton; \$ _____ / Tire

84. Total tipping fees collected for tires not eligible for free disposal. \$ _____

85. Total number of tires collected not eligible for free disposal: _____

86. If scrap tires were not hauled off site by contracted service provider, were they cut and disposed in a local landfill? ☐ Yes ☐ No

87. Name of tire disposal/recycling firm(s): _____

MANAGEMENT OF ABANDONED MANUFACTURED HOMES BY COUNTIES

88. Has your county considered whether to implement a program for the management of abandoned manufactured homes? ☐ Yes ☐ No

If yes, has your county developed a written plan for the management of abandoned manufactured homes? ☐ Yes ☐ No

TEMPORARY DISASTER DEBRIS STAGING SITES - Counties and Municipalities

89. Does your local government have a plan in place for management of disaster debris? ☐ Yes ☐ No

If yes, indicate if the plan is a stand-alone plan or in conjunction with local government agencies: ☐ Stand-alone ☐ In conjunction

90. If you indicated having a plan, has the plan been reviewed by N.C. Emergency Management or FEMA to ensure it meets the basic requirements for public assistance reimbursement in a declared disaster event? ☐ Yes ☐ No

91. Please list the name, contact numbers(s), and e-mail address of the person(s) in charge of the disaster debris management program for your local government:

Name: _____ Name: _____ Name: _____
 Phone: _____ Phone: _____ Phone: _____
 E-mail: _____ E-mail: _____ E-mail: _____

92. Please list the temporary disaster debris staging sites in your county or municipality which have been reviewed for conflicts with the Natural Heritage Program (NHP) and the State Historic Preservation Office (SHPO) through coordination with the Solid Waste Section. *Please note that the vetting of a site prior to a disaster is advantageous to local governments because a staging site which is found to have impacted federal or state resources after a disaster may cause difficulty for local governments when attempting to obtain FEMA reimbursement. Attach extra sheets, if needed.*

Disaster Site #	Site Name	Disaster Site #	Site Name

93. Does your plan address the management of: ☐ Household hazardous waste ☐ Mass animal mortality
☐ Abandoned vessels ☐ White goods
94. Does your plan include coordination with NC DOT on clearing roads and waste in the right of way? ☐ Yes ☐ No

Part IX. Comments

Use this section to elaborate on any info provided in your report as necessary. We would appreciate your comments about this report or other matters regarding solid waste management in North Carolina. Thank you for your time. You may submit additional sheets if needed.

This form is to be submitted electronically. If you require assistance, please contact one of these NC DEACS staff members:

Sandy Skolochenko, email: sandy.skolochenko@ncdenr.gov phone: 919-707-8147

Matt James, email: matt.james@ncdenr.gov phone 919-707-8133

THIS FORM IS DUE SEPTEMBER 1, 2019

The Division of Environmental Assistance and Customer Service Local Government Assistance Team is ready to assist you in any way we can. Please visit our Web site at <https://deq.nc.gov/conservation/recycling/local-government-recycling-assistance> or e-mail us at Lgteam@ncdenr.gov



Exhibit J

Town Festivals and Events

- 1) Name: Symphony in the Park
Address: Bailey Road Park
Event Date: Late June
One (1) – Eight (8) cubic yard Dumpster
- 2) Name: Laktoberfest
Address: Bailey Road Park
Event Date: Mid-October
One (1) – Eight (8) cubic yard Dumpster
- 3) Name: Earth Day
Address 17738 West Catawba Ave
One (1) – Eight (8) cubic yard Dumpster
- 4) Name: Cornelius Jazz Festival
Address: Smithville Park
Event Date: Mid-Late May
One (1) – Eight (8) cubic yard Dumpster
- 5) Name: Community Area Clean-Up
Address: Town of Cornelius
Event Date: Mid-April
Up to Ten (10) – Thirty (30) cubic yard Roll-Out Containers

* Fifty (50) Event Trash Boxes- Annually

Exhibit K

Town Facilities

Dumpster Service- Trash (MSW)

Trash Carts

Recycle Carts

- 1) Name: Town Hall
Address: 21445 Catawba Avenue
One (1) – Eight (8) cubic yard Dumpster – Service One (1) Time per week
Six (6) Recycle Carts – Service Bi-Weekly
- 2) Name: Police Station
Address: 21440 Catawba Avenue
One (1) – Eight (8) cubic yard Dumpster – Service One (1) Time per week
Three (3) Recycle Carts – Service Bi-Weekly
- 3) Name: Fire Station 1
Address: 19729 South Main Street
One (1) – Eight (8) cubic yard Dumpster – Service One (1) Time per week
Two (2) Recycle Carts – Service Bi-Weekly
- 4) Name: Fire Station 2
Address: 19230 Charlestowne Lane
One (1) – Eight (8) cubic yard Dumpster – Service One (1) Time per week
Two (2) Recycle Carts – Service Bi-Weekly
- 5) Name: Public Works
Address: 18521 Starcreek Drive
Two (2) Roll-Out containers (Thirty (30) yards) collected as needed
- 6) Name: Bailey Road Park
Address: 18460 Old Statesville Road
One (1) – Eight (8) cubic yard Dumpster – Service One (1) Time per week
Eighteen (18) – Rollout Containers – Service One (1) Time per week
Eighteen (18) – Recycle Containers – Service Bi-Weekly
- 7) Names: Westmoreland Athletic Complex
Address: 8430 Westmoreland Road
One (1) – Eight (8) cubic yard Dumpster – Service One (1) Time per week
Eight (8) – Rollout Containers – Service One (1) Time per week
Thirteen (13) – Recycle Containers – Service Bi-Weekly
- 8) Name: Community Garden
Address: 20708 Catawba Avenue
Two (2) – Rollout Containers – Service One (1) Time per week

- 9) Name: Robbins Park
Address: 17738 West Catawba Avenue
One (1) – Rollout Containers – Service One (1) Time per week
One (1) – Recycle Containers – Service Bi-Weekly
- 10) Name: Smithville Park
Address: 19710 South Ferry Street
Two (2) – Rollout Containers – Service One (1) Time per week
Two (2) – Recycle Containers – Service Bi-Weekly
- 11) Name: Torrence Chapel Park
Address: 21309 Torrence Chapel Road
Two (2) – Rollout Containers – Service One (1) Time per week
Two (2) – Recycle Containers – Service Bi-Weekly

EXHIBIT L

Residential Neighborhoods/Area

Exempt from: Yard Waste Collection Services

<u>Neighborhood</u>	<u>Estimated Number of Units</u>
Bailey's Glen	307
Bailey's Glen Phase II	175
Antiquity	462
Courtyard at Jetton	25
Courtyard at Nantz	67
Harborside (east side)	164
Villages at Harborside (west side)	173
Kings Point	158
Lake Norman Cove at Jetton	171
St Phillips Square	88
Lake Crest (Cold Stone Lane)	52
Oakhurst Townhomes	217
Glenridge Townhomes	57
Mill Creek (condos)	144
Twin Oaks	67
Pointe Regatta	8
Edinburgh Square	<u>124</u>
	2459 (estimated total)

Note: these units will receive the annual Christmas tree collection service.

EXHIBIT M



(Two Control Sheets & A Minimum of 4 Original Contracts Must Be Submitted)

CONTRACT CONTROL SHEET

*Interlocal agreement
revenue to County*

 W9
 Attached
 Yes ☒ No ☐
Effective Fiscal Year 2009

Vendor # _____

Contract #

090222

(To be completed by Finance Department)

INFORMATION TO BE COMPLETED BY DEPARTMENT

(All information in this area must be completed before contract can be processed; otherwise will be returned to department for completion)

Contractor Name: Town of CorneliusResponsible Department: LUESA - Solid WasteDepartmental Contact: Name: Bruce GledhillPhone No.: 63711Check Type of Contract: New: ☒ Amendment: ☐

Original Contract No. if an amendment:

Description of Service to be provided by Contractor or reason for amendment: Solid Waste Interlocal Agreement between Mecklenburg County and the Town of CorneliusType of Contract (i.e., lease, consultant, etc.) Interlocal AgreementContract/Amendment: Begin Date: 7/1/08

End Date:

6/30/28Contract Amount: \$0.00Amended Amount: \$0.00New Amount: \$0.00Funding Requirements: Federal: ☐ State: ☐ County: ☐ Other: ☐

Fund	Dept	Unit	Activity	Function	Rev/Object	Location	Dept Object	Program	Amount

Independent Contractor/Employee Checklist Attached:

Yes: ☐ No: ☒

Checklist Previously Submitted:

Yes: ☐ No: ☒Foster Care/Tax Exempt: Yes: ☐ No: ☒

Addresses for Distribution of Completed Contract (Please complete below)

Department Distribution:

Marvin Bethune, County Attorney
Janice Paige, Clerk to the Board
Bruce Gledhill, Director Solid Waste

Vendor Mailing Address:

TO BE COMPLETED BY COUNTY ATTORNEY

Yes

☒

A. Is this contract to be approved as to liability & insurance requirements by Insurance & Risk Management?

Yes

☒

B. Does this contract require approval by the Board of County Commissioners?

INTERNAL CONTRACT ROUTING PROCESS

	Initials	Date		Initials	Date
Attorney	<u>TCW</u>	<u>8/6/08</u>	Encumbering	<u>MA 80</u>	<u>8/8/08</u>
Risk Management			Director of Finance	<u>QDO</u>	<u>8/14/08</u>
Payroll			Deputy County/General Manager	<u>JS</u>	<u>8/27/08</u>
Grants			Board Management Services	<u>JS</u>	<u>8/27/08</u>



P.O. Box 399
CORNELIUS, NC
28031

P 704 892 6031
F 704 896 2462
E TOWNHALL@CORNELIUS.ORG
HTTP://WWW.CORNELIUS.ORG

North Carolina
Mecklenburg County

MAYOR

JEFFERY P. TARTE

MAYOR PRO-TEM

SUSAN A. MEDLIN

COMMISSIONERS

JAMES BENSMAN

DAVID GILROY

EDDIE MCNEELY

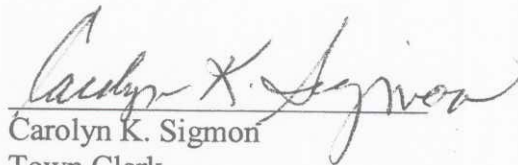
THURMAN ROSS

TOWN MANAGER

ANTHONY ROBERTS

I hereby certify that the attached is a true and accurate copy of Resolution No. 2008-00520 adopted by the Cornelius Board of Commissioners on June 2, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the official seal of the Town of Cornelius to be affixed, this 3rd day of June, 2008.



Carolyn K. Sigmon
Town Clerk
Town of Cornelius

**BOARD OF COMMISSIONERS
OF THE
TOWN OF CORNELIUS**

**RESOLUTION AUTHORIZING EXECUTION OF THE
REVISED AND RESTATED SOLID WASTE INTERLOCAL AGREEMENT
BETWEEN MECKLENBURG COUNTY AND THE TOWN OF CORNELIUS**

WHEREAS, N.C. Gen. Stat. §160A-461, "Interlocal Cooperation Authorized," authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, Mecklenburg County and the Town of Cornelius have negotiated and wish to enter into that certain Revised and Restated Solid Waste Interlocal Agreement to deal with the management of municipal solid waste and recyclable materials generated within the corporate limits of the Town of Cornelius; and

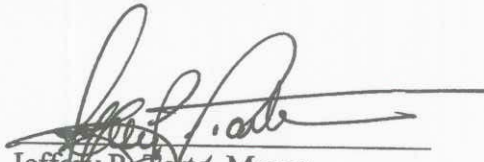
WHEREAS, N.C. Gen. Stat. §160A-461 requires that such agreement "... shall be ratified by resolution of the governing board of each unit spread upon its minutes"; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the Town of Cornelius that the Town Manager is hereby authorized and directed to execute the Revised and Restated Solid Waste Interlocal Agreement between Mecklenburg County and the Town of Cornelius in substantially the form attached to this resolution, with any necessary minor additions or deletions, and that this resolution shall be spread upon the minutes.

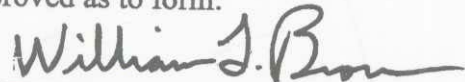
Adopted this 2nd day of June, 2008.

ATTEST:


Carolyn K. Sigmon, Town Clerk


Jeffrey P. Tate, Mayor

Approved as to form:


William L. Brown, Town Attorney

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

REVISED AND RESTATED
SOLID WASTE
INTERLOCAL AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2008, by and between the **TOWN OF CORNELIUS**, a municipal corporation organized under the laws of the State of North Carolina ("Town"), and **MECKLENBURG COUNTY**, a political subdivision of the State of North Carolina ("County").

WITNESSETH:

WHEREAS, the Town and the County have the power pursuant to General Statute §153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to contract with each other for the exercise of any governmental function which they have been granted the power to exercise and to enter into interlocal cooperation agreements to specify the details of these undertakings; and

WHEREAS, the Town and the County first entered into a Solid Waste Management Plan Interlocal Agreement in 1989 and mutually agree to Revise and Restate that Agreement under the terms and conditions set forth herein; and

WHEREAS, the Town and the County intend to establish long-term solutions for the cooperative management of solid waste as reflected in the Mecklenburg County Solid Waste Management Plan 2006-2016; and

WHEREAS, the Mecklenburg County Board of Commissioners and the Board of Commissioners of the Town have adopted resolutions authorizing execution of this Agreement concerning solid waste and recycling services;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants of the parties as set forth herein, the Town and the County agree that the Agreement is revised and restated in its entirety as follows:

1. **Purpose of Agreement.** The purpose of this Agreement, and similar agreements between the County and other municipalities in Mecklenburg County, is to establish a comprehensive system for the management of the recyclables, yard waste and solid waste generated by the residents of Mecklenburg County, including those living within the Town.
2. **Duration of Agreement.** This Agreement shall remain in force until June 30, 2028.
3. **Personnel Necessary to the Execution of the Undertaking.** Town and its personnel or independent contractors shall be responsible for the collection of recyclables, yard waste and solid waste within Town. County shall have no responsibility with respect to the collection of recyclables, yard waste or solid waste within Town. County, its employees, or independent contractors, shall be responsible for operating all recycling, yard waste, and solid waste management facilities which may be designated by the County as facilities to which Town is

required to deliver or cause to be delivered recyclables, yard waste and solid waste collected within Town's corporate limits. Town shall not be responsible for supplying personnel to handle the disposal of the recyclables, yard waste or solid waste.

4. **Responsibilities of the County.** The County shall be responsible for providing and operating all recycling, yard waste and solid waste management facilities required to receive these materials as collected by the Town in the Town's corporate limits. The County's obligation herein may be met through County-owned or suitable designated third party owned and operated facilities. Provided, however, that Town must consent to the designation of any third party owned and operated facility located outside of a circle with its center at the town hall in Town, and having a radius of forty miles. These designated facilities and their respective hours of operation are set forth in Exhibit A, which Exhibit may be amended from time to time by the County so long as such amendment is not inconsistent with other portions of this Agreement or with the then current Solid Waste Management Plan referenced in paragraph 6 of this Agreement.

On or before June 30, 2010, the County shall modify the facility designated to receive and process recyclables, the Metrolina Recycling Center, to receive both dual stream and single stream recyclables collected by the Town. Prior to that date only dual stream recyclables will be received and processed. The recyclable materials to be accepted, and their method of delivery to this facility, are set forth in Exhibit B, which Exhibit may be amended from time to time by the County so long as such amendment is not inconsistent with other portions of this Agreement or with the then current Solid Waste Management Plan referenced in paragraph 6 of this Agreement.

In addition to the preceding, the County shall operate full-service convenience centers that among other functions receive recyclables, household hazardous waste, discarded electronic waste and used motor oil delivered by residents of the Town. The County shall also provide temporary storage and permanent storm debris management sites for use by the Town pursuant to the City of Charlotte/Mecklenburg County All Hazards Plan.

5. **Responsibilities of the Town.** The Town shall be responsible for the separate collection of recyclables, yard waste, and solid waste within the Town's corporate limits and the delivery of all of those materials to the facilities designated in Exhibit A. The Town's obligation herein may be met through its own employees or through independent contractors employed by the Town. Additionally, the Town shall exercise its best efforts to promote residential recycling in order to increase residential participation and to minimize the contamination of recyclables with solid waste. The Town, its employees and contractors, shall comply with any safety policies of the County, or contractors for the County, in delivering materials to the recycling, yard waste, and solid waste management facilities designated in Exhibit A.

6. **Solid Waste Plan.** The County shall prepare and submit the Solid Waste Management Plan(s) required by the North Carolina Department of Environment and Natural Resources at the frequency required. This Plan shall be comprehensive, delineating the waste reduction, recycling strategies and programs necessary to achieve the stated goals. This Plan shall also establish the recycling, yard waste and solid waste facility requirements to meet the future needs of the County's solid waste system. Any such Solid Waste Management Plans shall be approved by the

governing bodies of both the County and the Town. Should the County and the Town disagree as to provisions in the Solid Waste Management Plan as prepared by the County, both parties agree to attempt to resolve their differences through negotiation. However, should such negotiations fail to achieve agreement within three months after the start of such negotiations, the Town agrees to promptly either approve the Solid Waste Management Plan as then proposed by the County, or terminate this Agreement by giving the County six (6) months written notice of termination, and thereafter take responsibility to prepare and submit its own Solid Waste Management Plan as required by the North Carolina Department of Environment and Natural Resources and to take all actions necessary to find locations for the disposal of recyclables, yard waste and solid waste collected by the Town or its contractors from within the Town's corporate limits. Both the County and the Town shall carry out those responsibilities and duties set forth in the then current Solid Waste Management Plan, including the adoption of local ordinances governing solid waste and recyclable management consistent with the Plan during the term of this Agreement.

7. **Method of Financing.** County shall not have any responsibility with respect to the financing of or cost associated with the collection of recyclables, yard waste or solid waste within the corporate limits of Town. Except for the payment of Tipping Fees as set forth below, Town shall not have any responsibility for the financing of, or costs associated with the County administered recycling, yard waste or solid waste disposal facilities or such facilities licensed by or under contractual agreement with the County. The County may set and collect Tipping Fees for the receipt of materials in the County owned or administered facilities under the Mecklenburg County Solid Waste Fee Ordinance.

The Tipping Fee for disposal at any third party owned and operated disposal facility contracted for use by the County and Town shall not exceed 110% of the cost to the County for using that third party owned and operated facility. The Tipping Fee for disposal at a County-owned and operated disposal facility shall not exceed 110% of the total per ton cost to the County for that facility. This total cost is to include the direct cost of facility operation, contributions to capital reserve, closure and post-closure accounts, and any taxes or fees imposed on the operation of the facility. The County and the Town shall equally share in the disposal costs of any excess non-recyclable residual materials delivered to the Metrolina Recycling Center received from Town collections. Excess residual materials are quantities exceeding ten percent (10%) by weight of Town recyclable deliveries.

The County agrees that in the event that revenues from Tipping Fees, from the sale of recyclables and from any other disposal revenues in any fiscal year, exceed the expenses incurred by County in that fiscal year in providing and operating the facilities and programs in the County's solid waste system, that the County shall use said excess funds in subsequent fiscal years to provide or operate such facilities or programs. The Town agrees to pay or cause to be paid Tipping Fees as set by the County on all materials delivered by Town or its contract haulers to County owned or administered waste management facilities. The Tipping Fees charged to the Town shall not, in any event, exceed those being charged other towns entering into similar Solid Waste Interlocal Agreements for equivalent services.

8. **Ownership of Real Property Involved in Undertaking.** Town shall have no ownership in any real property owned or acquired by County for recycling, yard waste, and solid waste

management facilities, and County shall be free to dispose of such real property to the extent and under procedures allowed by State law.

9. **Indemnity of Town.** County agrees to indemnify and hold Town, and its commission members, officers, employees or agents harmless from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and judgments arising out of Town's participation in County's Solid Waste Management Plan or arising out of Town's enacting any ordinances or regulations it is required by the County's Solid Waste Management Plan to enact. Such indemnity shall not apply to any claims or liabilities arising from Town's collection of recyclables, yard waste, bulky waste, and solid waste.

10. **Uncontrollable Circumstance.** Any act or event that has had a materially adverse effect on a party to this Agreement or substantially precludes performance of a material obligation under this Agreement if such act, event, or condition is beyond the reasonable control of and is not the result of willful or negligent action or inaction by the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, shall excuse performance during the time performance is affected by such act or event. Such acts or events may include, but shall not be limited to, the following: default of any contractor hired by the Town or County to perform functions required by this Agreement; an act of God; epidemic; landslide; lightning; earthquake; fire; war; blockade; insurrection; riot; general arrest; or restraint of government and people; and civil disobedience, adoption; promulgation, modification, or change in interpretation of any federal, state or local law, regulation, ordinance or court order excluding changes in tax law, after the date of execution of this Agreement.

11. **Amendment of Agreement.** Except as provided herein for the amendment by the County of Exhibits A and B, this Agreement may not be modified or amended except by subsequent written agreement authorized by the governing bodies of each party and signed by the authorized representative.

12. **Termination of Agreement.** This Agreement may be terminated upon mutual consent of the parties, by the Town as provided in paragraph 6, or by court order upon the finding that there has been such a substantial breach of this Agreement by the non-complaining party so as to entitle the complaining party to be relieved of its obligations under this Agreement.

13. **Enforcement of Agreement.** The parties agree that the remedy of specific performance would be an appropriate remedy, among others, for the enforcement of this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by the authority duly granted by their respective governing bodies.

[signatures appear on following pages]

Attest:

TOWN of Cornelius

Carolyn X. Agnion
Town Clerk

By: *Anthony Rolist*
Town Manager

[SEAL]

Approved as to Form

William J. Brown
Town Attorney

This instrument has been pre-audited in the manner required by the local government Budget and Fiscal Control Act.


Jackie Hoffman
Director of Finance, Town of Cornelius

Attest:

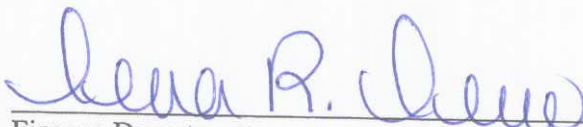

Clerk to Board of Commissioners
[SEAL]

MECKLENBURG COUNTY

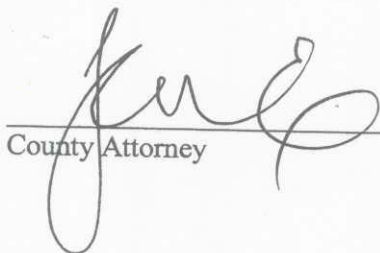
By:


County Manager

Preaudit Not Required


Finance Department

Approved as to form:


County Attorney

Solid Waste Interlocal Agreement

Exhibit A Designated Facilities

Solid Waste

Charlotte Motor Speedway Landfill
5105 Morehead Road
Concord, NC 28027

Hours of Operation: Monday to Friday – 7:00 AM to 4:00 PM
Saturday – 7:00 AM to 12:00 Noon

Recyclables

Metrolina Recycling Center
1007 Amble Drive
Charlotte, NC

Hours of Operation: Monday to Friday – 7:00 AM to 4:00 PM

Yard Waste

Compost Central
5631 West Boulevard
Charlotte, NC

Hours of Operation: Monday to Friday – 7:00 AM to 4:00 PM
Saturday – 7:00 AM to 3:00 PM

North Mecklenburg Recycling Center
12300 North Statesville Road
Huntersville, NC

Hours of Operation: Tuesday to Saturday – 7:00 AM to 3:00 PM

Discarded White Goods and Scrap Tires

Metal & Tire Recycling Facility
5740 Rozzelles Ferry Road
Charlotte, NC

Hours of Operation: Monday to Friday – 7:00 AM to 3:00 PM

Solid Waste Interlocal Agreement

Exhibit A Designated Facilities

All Facility Extended Hours of Operation

Should the Town require extended hours of operation for any of the above facilities on any regularly scheduled operating day in order to complete residential collection or due to unusual operating conditions (severe weather, equipment breakdown, etc.), the Town shall inform the County at least four (4) hours before the scheduled closing of the required facility. The County shall comply so long as such request can be reasonably accommodated as determined by the County.

Should the Town require Saturday operation for any facility not normally open on Saturday, or extended operation for those with reduced Saturday operating hours, either as the result of a scheduled holiday or as the result unusual operating conditions, the Town shall inform the County no later than 5:00 PM on the preceding Thursday. The County shall comply so long as such request can be reasonably accommodated as determined by the County.

Solid Waste Interlocal Agreement

Exhibit B Acceptable Recyclable Materials

The following materials are acceptable for delivery to the Metrolina Recycling Center. Any materials not specifically included below are unacceptable and may be rejected for delivery. The acceptable materials shall be collected and deposited at the Metrolina Recycling Center in two (2) separate groupings (dual stream), Commingled Containers and Fiber, as described below:

Commingled Containers

- #1 Plastic Bottles (PET)
- #2 Plastic Bottles (HDPE)
- Glass Bottles and Jars (all colors)
- Aluminum Cans
- Steel/tin Cans

Fiber

- Newspaper
- Newspaper Advertisements
- Magazines
- Catalogs
- Junk Mail
- Telephone Books
- Office Paper
- Flattened Corrugated Cardboard
- Dry Cardboard Boxes (food, beverage, gift)
- Spiral Cardboard Cans
- Gift Wrap

EXHIBIT N

Definitions of Terms

I. DEFINITIONS

1. Applicable Law- All applicable federal, state, and local laws, ordinances, rules, regulations and permit conditions relating to the Services, including without limitations any applicable requirements relating to protection of human health, safety or the environment.
2. Area Miss- Multiple Valid Misses or Repeat Missed Collection at multiple Units that occur generally along a street block, in a neighborhood/subdivision, in a section of a street and/or a neighborhood/subdivision, and/or a combination of the preceding.
3. Back Door Service- The collection, emptying and returning of a Residential Unit's Garbage and/or Recyclable Materials from any physical location or the placement of a Residential Unit's Carts or bags on the Customer's property that is not curbside, but that is accessible by the Company.
4. Rollout Carts- Plastic receptacles for the storage of either Garbage or Recyclable Materials with wheels and lids with a capacity of either 96 gallons or 64 gallons that are clearly marked with the Town of Cornelius Seal.
5. Company- The Contractor performing collection and disposal services under this Contract with the Town.
6. Construction Debris- Waste building materials resulting from construction, remodeling, repair or demolition operations.
7. Container for Garbage- A rollout receptacle (also defined as a Cart) with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage from customers. The container will be clearly marked with the Town of Cornelius seal.
8. Container for Recycling- A roll out receptacle (also defined as a Cart) with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials from customers. The container will be clearly marked with the Town of Cornelius seal.
9. Customer- Residential Units or Small Commercial Units covered by this Contract and identified by the Town and Company as eligible for services under this Contract.
10. Liquidated Damages- A fee levied by the Town upon the Company for a circumstance as specified in this RFP or contract, in a dollar (\$) amount as specified in this RFP or Contract.
11. Disposal Site- A Garbage depository for Garbage only designated by Mecklenburg County, North Carolina, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities 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 for processing or final disposal of Garbage.

12. Dumpster- A large metal receptacle (measured in units of cubic yards) for Garbage and/or Recyclable Materials.
13. Dumpster Service- Collection service provided by the Company, whereby there is collection of Multi-Family Garbage, and in some cases, Garbage and Recyclable Materials, from Dumpsters provided by the Company at location identified in Exhibit.
14. Garbage- Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); Rubbish; except (in all cases) any matter included in the definition of Unacceptable Waste.
15. Hazardous Waste- Any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio hazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to , any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Laws.
16. Multi-Family- The term Multi-Family shall refer to all residential dwelling units of more than one (1) unity considered to be condominiums or townhomes.
17. Producer- An occupant of a Residential Unit or Small Commercial Unit who generates Garbage, Recyclables Material, or Yard Debris.
18. Recycling- The collection of and the delivery of Recyclable Materials pursuant to the RFP or Contract Documents.
19. Recyclable Materials- The following items are classified as Recyclable Materials under this Contract: All material currently accepted for collection at Mecklenburg County Recycling Center's including, but not limited to, aluminum/steel/tin cans, flattened corrugated card board, empty pizza boxes, mixed paper, junk mail, gift wrap, magazines and catalogues, telephone books, glass jars/bottle (all colors), #1 and #2 plastic bottles, spiral paper cans and any other such accepted materials specified in the current or any future versions of the Solid Waste Inter-local Agreement with Mecklenburg county, but excluding Unacceptable Waste.
20. Repeat Missed Collection- For a Unity, a Request for Service or a Valid Miss that occurs more than once in a thirty (30) day period; may also refer to a Repeat Missed Collection in an Area Miss (per RFP and Contract language).
21. Request for Service- Any reported or any discovered missed collection from any one (1) Unit location at the time it is reported or discovered. Once any route has been completed, or is scheduled to have been completed, any Unity missed will be designated as a Request for Service, regardless of the time of day.

22. Residential Unit- An occupied dwelling (whether a single family home or multi-family) within the corporate limits of the Town requiring curbside collection of (1) Cart for Garbage and (1) Cart for Recyclables, or Dumpster Service for Multi-Family, and Yard Debris pick up. A Residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
23. Rubbish- All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Unacceptable Waste.
24. Services- The collection and disposal and/or processing of Garbage, Recyclable Materials and Yard Debris pursuant to this RFP or Contract.
25. Small Commercial Business Unit- A small business operations utilizing up to two (2) Carts for Garbage and (1) Cart for Recyclables. Businesses requiring use of three or more Carts or a dumpster unit for Garbage are excluded from services under this Contract, unless mutually agreed upon in writing by both the Town and Company.
26. Small Dead Animals- Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
27. Special Waste- Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handlings, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment, including items such as but not limited to sewage, sludge, industrial ash, mining waste, and oil production brine.
28. State- The State of North Carolina.
29. Town- Town of Cornelius, North Carolina
30. Unacceptable Waste- Highly flammable substances, Hazardous Waste, Special Waste, liquid wastes (wastewater, fats, oils or grease (FOG), used oil, and hazardous liquids), biological and pathological 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 to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the disposal facility.
31. Unit- A Residential Unit or Small Commercial Unit as defined herein (RFP and Contract).
32. Valid Miss- A Request for Service that has not been collected by the times specified in RFP, and that upon investigation by the Town, is determined that is was missed by Company's negligence or intentional omission

33. Yard Debris- Grass clippings, pine needles, dead plants, weeds, tree debris, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. Yard Debris shall not include Unacceptable Waste.

ALTERNATE BID (3) – Ten (10) Year Term with Base Bid software (Web Portal Only)**Includes: Section 6.28: New Collection Vehicles****COST / FEE PROPOSAL FORM****Proposers Name:** _____**Solid Waste Services**

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP to include but not limited to: collection, disposal and processing of solid waste, yard waste, rollout cart management and the associated services. All billing will be in accordance with the monthly unit count and cost. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only; the Town makes no guarantee as to the number of units to be serviced.

Prior to contract execution a final unit count will be established.

2019-2020

Estimated Residential Units: 8,500 - 10,500

Estimated Small Business Units: 350 - 500

Residential Weekly Containerized (96gl Rollout Carts) Household Trash Service

- | | | |
|---|--|----|
| 1. <u>8,500 – 9,500 Units Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Containerized Household Trash (One (1) Rollout Cart): | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |
| 2. <u>9,501 – 10,500 (plus) Units Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Containerized Household Trash (One (1) Rollout Cart): | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |

Residential Bi-Weekly Containerized (96gl Rollout Cart) Recycling Service

- | | | |
|--|--|----|
| 3. <u>8,500 – 9,500 Units Bi-Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Containerized Household Recycling Materials:
One (1) Rollout Cart | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |
| 4. <u>9,501 – 10,500 (plus) Units Bi-Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Containerized Household recycling materials:
One (1) Rollout Cart | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |

Residential Weekly Collection of Yard Waste Service

- | | | |
|--|--|----|
| 5. <u>7,500 – 8,500 Units Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Yard Waste Materials: | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |
| 6. <u>8,501 – 9,500 (plus) Units Weekly Service</u> | <u>Monthly Cost Per Unit:</u> | |
| Collection of Yard Waste Materials: | <table border="1"><tr><td>\$</td></tr></table> | \$ |
| \$ | | |

Continuation: Alternate Bid (2): Ten (10) Year Term**Small Business (350-500) Units****Monthly Cost per Unit:**

Two (2) 96 gl. Rollout Carts (Trash) & **One (1)** 96 gl. Rollout Cart (Recycling)

7. **Weekly** Collection of Containerized Trash (Two (2) Rollout Carts):

\$

Bi-Weekly Collection of Containerized Recycling Materials:
One (1) Rollout Cart

\$

Dumpsters Service: (Town and Multi-Family locations)

Cost Per Service:

8. Two (2) Cubic Yard Dumpster (MSW)

\$

9. Four (4) Cubic Yard Dumpster (MSW)

\$

10. Six (6) Cubic Yard Dumpster (MSW)

\$

11. Eight (8) Cubic Yard Dumpster (MSW)

\$

Trash Compactor – Windward Multi-Family Unit

Cost Per Service:

12. Thirty-Four (34) Cubic Yard (MSW Compactor)
Proposer will provide a New Compactor – (Town Approved)

\$

Monthly Rental:

\$

REQUEST FOR BOARD ACTION

 [Print](#)

Date of Meeting: March 27, 2020

To: Mayor and Board of Commissioners

From: Wayne Herron, AICP

Deputy Town Manager

Action Requested:

The Town currently does not have a Title VI, Federal non-discrimination plan. The Town does include required language in contracts and agreements, but has never had a plan.


The Federal Government and State of North Carolina now require all local government partners that either receive direct funding or that partner in projects utilizing Federal funding, must have an adopted Title VI Plan. The State has asked the Town, in order to partner with NCDOT on all upcoming highway and greenway projects, to adopt a Title VI plan. In addition, the plan will be necessary for the Town to potentially receive FEMA reimbursement funding for the COVID-19 emergency or any future emergency declaration.

Staff has worked with the Town Attorney to draft the attached plan that is based on a model provided by the State of North Carolina.

Manager's Recommendation:

Approval of Title VI Plan.

ATTACHMENTS:

Name:	Description:	Type:
 Title VI Program Plan - TOC.docx	Title VI Plan	Backup Material

Town of Cornelius



Date Adopted:
March 27, 2020

Title VI Program Plan



TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Town of Cornelius, I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Board of Commissioners, have ***reviewed and hereby adopt*** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Town of Cornelius (Town) services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964.

Signature of Authorizing Official

DATE

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

The Town of Cornelius (Town) establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, "Nondiscrimination Assurance." This document details the nondiscrimination program, policies, and practices administered by Town, and will be updated periodically to incorporate changes and additional responsibilities as they are made.

1.0 DESCRIPTION OF PROGRAMS AND SERVICES

1.1 PROGRAM(S) AND SERVICES ADMINISTERED

Town provides planning and local government support to projects within the town limits of Cornelius, North Carolina.

1.2 FUNDING SOURCES / TABLES

For the purpose of federally assisted programs, "federal assistance" shall include:

1. grants and loans of Federal funds;
2. the grant or donation of Federal property and interest in property;
3. the detail of Federal personnel;
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

1.3 DECISION-MAKING PROCESS

Town is governed by the elected Town Board. All decisions regarding Town business are made by the Town Board.

Board or Committee Name	Appointed	Elected	# of Members
Mayor and Town Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6

1.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for the Town, and is empowered with enough authority and responsibility to implement the Title VI Nondiscrimination Program:

Wayne Herron
Deputy Town Manager
P.O. Box 399
Cornelius, NC 28031

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by any regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Training internal staff and officials on their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

1.5 CHANGE OF TITLE VI COORDINATOR OR TOWN MANAGER

If Title VI Coordinator or Town Manager changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement (and nondiscrimination agreement, if standalone) will be signed by the new Town Manager.

1.6 ORGANIZATIONAL CHART

Town indicated 122 staff (FTE) employed on the FY2020 budget documents which consist of the following departments:

- | | |
|---------------------------|--------------------|
| • General Government (10) | • Planning (6) |
| • Police (72) | • Arts Center (1) |
| • Communications (10) | • P.A.R.C. (13) |
| • Animal Control (2) | • Public Works (8) |

1.7 SUBRECIPIENTS

Town does not have pass through funds to any other organizations and, therefore, does not have any subrecipients.

3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of The Town of Cornelius to ensure that no person shall, on the ground of **race, color, national origin, sex, creed (religion), age or disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Signature

Andrew Grant, Town Manager

Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of “programs and activities” to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act”; 49 U.S.C. 5332, “Nondiscrimination (Public Transportation)”; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d

Implementation

- This statement will be signed by the Town Manager of the Town of Cornelius and re-signed whenever a new person assumes that position.
- The signed statement will be posted in a conspicuous place in Town Hall and disseminated within brochures and other written materials.
- The *core* of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

4.0 NOTICE OF NONDISCRIMINATION

- The Town of Cornelius operates its programs and services without regard to **race, color, national origin, sex, creed (religion), age, and disability** in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with the Town.
- For more information on the Town's civil rights program, and the procedures to file a complaint, contact (704) 892-6031 ext. 111; email wherron@cornelius.org; or visit our administrative office at 21445 Catawba Avenue, Cornelius, NC 28031, Attention: Title VI Program Coordinator. For more information, visit www.cornelius.org.
- If information is needed in another language, contact (704) 892-6031 ext. 111.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- The notice will be posted in our offices.
- Ads in newspapers and other publications shall include the following: "The Town of Cornelius operates without regard to **race, color, national origin, sex, creed (religion), age or disability**. For more information on the Town of Cornelius Title VI program or how to file a discrimination complaint, please contact (704) 892-6031 ext. 111; wherron@cornelius.org."
- The statement will be posted or provided in languages other than English, when appropriate.

5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization wide. The Town of Cornelius will remind employees of Title VI nondiscrimination obligations through staff training and use of the **Employee Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

Employee Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of the Town of Cornelius are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Wayne Herron, Deputy Town Manager at (704) 892-6031 ext. 111; email wherron@cornelius.org; or to our administrative office at 21445 Catawba Avenue, Cornelius, NC 28031.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of the Town of Cornelius Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of the Town's programs, policies, services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature

Date

Implementation

- Periodically, applicable employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties, accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form, if applicable.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program. Maintain documents of each review on file.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

6.0 CONTRACT ADMINISTRATION

The Town of Cornelius ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. The Town and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

6.1 CONTRACT LANGUAGE

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA

may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority

Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

Date

Implementation

- The nondiscrimination language above (**with** initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.
- The nondiscrimination language above (**without** initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

The Town of Cornelius, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures outline the process used by the Town of Cornelius to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to Town programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

FILING OF COMPLAINTS

1. **Applicability** – These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Complaints may be submitted to the following entities:
 - **Town of Cornelius**, Attention: Title VI Program Coordinator, 21445 Catawba Avenue, Cornelius, NC 28031; (704) 892-6031 ext. 111
 - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, "Nondiscrimination Assurance."
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term "basis" refers to the complainant's membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
			FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	

National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion.	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
2. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
3. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has enough merit to warrant investigation.
4. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
5. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a **Case Number**. (Note: All complaints must be logged).
2. The **Log Year(s)** since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.
3. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with the Town of Cornelius, within 180 days after the discrimination occurred.				
Last Name:		First Name:		<input type="checkbox"/> Male <input type="checkbox"/> Female
Mailing Address:		City	State	Zip
Home Telephone:	Work Telephone:	E-mail Address		
Identify the Category of Discrimination: <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> SEX <input type="checkbox"/> CREED (RELIGION) <input type="checkbox"/> DISABILITY <input type="checkbox"/> LIMITED ENGLISH PROFICIENCY <input type="checkbox"/> AGE <small>*NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.</small>				
Identify the Race of the Complainant <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Alaskan Native <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other _____				
Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.				
Names of individuals responsible for the discriminatory action(s):				
How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).				
The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.				
Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).				
<u>Name</u>		<u>Address</u>		<u>Telephone</u>
1. _____				
2. _____				
3. _____				
4. _____				

DISCRIMINATION COMPLAINT FORM (continued)

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ NC Department of Transportation _____
- ☐ Federal Transit Administration _____
- ☐ US Department of Transportation _____
- ☐ US Department of Justice _____
- ☐ Federal or State Court _____
- ☐ Other _____

Have you discussed the complaint with any Town representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:

TOWN OF CORNELIUS
ATTN: TITLE VI COORDINATOR
21445 CATAWBA AVENUE
CORNELIUS, NC 28031

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: ☐ NCDOT ☐ FTA Date Referred: _____

DISCRIMINATION COMPLAINTS LOG

Log Year(s):

CASE NO.	COMPLAINANT NAME	RACE/ GENDER	RESPONDENT NAME	BASIS	DATE FILED	DATE RECEIVED	ACTION TAKEN	DATE INVESTIG. COMPLETED	DISPOSITION

No Complaints or Lawsuits ☐

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or **no complaints or lawsuits** alleging discrimination, have been filed with or against **Town of Cornelius** since the previous Title VI Program submission to NCDOT.

Signature of Title VI Coordinator or Other Authorized Official

Date

Print Name and Title of Authorized Official

INVESTIGATIVE GUIDANCE

- A. Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- B. Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
1. Complainant(s) Name and Address (Attorney name and address if applicable)
 2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
 3. Applicable Law(s)
 4. Basis/(es)
 5. Allegation(s)/Issue(s)
 6. Background
 7. Name of Persons to be interviewed
 - a. Questions for the complainant(s)
 - b. Questions for the respondent(s)
 - c. Questions for witness(es)
 8. Evidence to be obtained during the investigation
 - a. Issue – e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
 - i. Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.
- C. Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
- D. Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- E. Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

TEMPLATE/SAMPLE Investigative Report

I. COMPLAINANT(S) NAME (or attorney for the complainant(s) – name and address if applicable)
Name, Address, Phone: 999-999-9999

II. RESPONDENT(S) (or attorney for the respondent(s) – name and address if applicable)
Name, Address, Phone: 999-999-9999

III. APPLICABLE LAW/REGULATION
[For example, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); 49 CFR §21.11; 49 CFR §26.53)]

IV. COMPLAINT BASIS(ES)
[For example, Race, Color, National Origin, Creed (Religion), Sex, Age, Disability)]

V. ISSUES/ALLEGATIONS
[Describe in logical sequence, each allegation including the prohibited basis for the alleged discriminatory conduct, (e.g., race, color, creed, sex, national origin, age, or disability) and the specific statutory or regulatory provision the allegation would violate, if proven to be true.]

VI. BACKGROUND
[Provide detailed information regarding the complaint, including a historical overview of the case, including any activities or actions taken prior to accepting the complaint for investigation.]

VII. INVESTIGATIVE PROCEDURE
[Describe in detail, methods used to conduct the investigation, such as document requests, interviews and site visits. Include witnesses' names and addresses, documents received and/or reviewed, emails sent and received.]

VIII. ISSUES / FINDINGS OF FACT
[Provide a detailed description of the investigator's analysis of each allegation, based on clear and factual findings. Include specific evidence used to support your findings.]

IX. CONCLUSION
[State whether discrimination did or did not occur. Conclusions must be evidence-based and defensible. Test conclusions by considering all possible rebuttal arguments from the respondent and complainant. Both respondent and the complainant should be given an opportunity to confirm or rebut the assertions of the other party and your findings, but all the evidence you've presented should speak for itself.]

X. RECOMMENDED ACTIONS
[Outline what should be done to remedy the findings or, if necessary, provide justice for the complainant.]

APPENDIX

[Include in the Appendix any supplemental materials that support your findings and conclusion.]

8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

8.1 RACE AND ETHNICITY

The following table was completed using data from Census Table QT-P3, Race and Hispanic or Latino Origin: 2010 (Town of Cornelius):

Race and Ethnicity	Number	Percent
Total Population	24,390	100
White	21,525	88.3
Black or African American	1,418	5.8
American Indian or Alaska Native	73	0.3
Asian	521	2.1
Native Hawaiian and Other Pacific Islander	8	0.0
Some other Race	452	1.9
Two or More Races	393	1.6
HISPANIC OR LATINO (of any race)	1,311	5.4
Mexican	656	2.7
Puerto Rican	175	0.7
Cuban	77	0.3
Other Hispanic or Latino	403	1.7

8.2 AGE & SEX

The following table was completed using data from Census Table QT-P1, Age Groups and Sex: 2010 (Town of Cornelius):

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	24,390	11,923	12,467	100%	100%	100%
Under 5 years	1,589	809	780	6.5	6.8	6.3
Under 18 years	5,630	2,842	2,788	23.1	23.8	22.4
18 to 64 years	16,267	7,941	8,326	66.7	66.6	66.8
65 years and over	2,493	1,140	1,353	10.2	9.6	10.9
Median Age	37.8	37.3	38.3			

8.3 DISABILITY

There was no data for Cornelius, NC available from Census Table S1810, Disability Characteristics.

8.4 POVERTY

There was no data for Cornelius, NC available from Census Table S1701, Poverty Status in the Past 12 Months.

8.5 HOUSEHOLD INCOME

There was no data for Cornelius, NC available from Census Table S1901, Income in the Past 12 Months (In 2013 Inflation-Adjusted Dollars).

8.6 POPULATION LOCATIONS

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information upon request.

9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

Title VI Equity Analyses. A Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. Environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file indefinitely, and copies will be provided upon request, during compliance reviews or complaint investigations.

10.0 PUBLIC INVOLVEMENT

10.1 INTRODUCTION

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how the Town will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Traditional outreach methods.
- Use of social media and other resources.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations.

10.2 PUBLIC NOTIFICATION

Impacted citizens and other interested persons will be informed of their rights under Title VI and related authorities with regard to our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated throughout this document. Additional measures may be determined dependent upon program scope and impact.

10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained by the Title VI Coordinator.

10.4 MEETINGS AND OUTREACH

A variety of comprehensive and targeted public participation methods may be used to facilitate meaningful public involvement. Methods for engaging stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) may include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative and educational, rather than confrontational and prescriptive.
- Media plans typically involve multiple channels of communication like mail, radio, TV, and newspaper.
- Abstract objectives will be avoided in meeting announcements.
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We may partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.

Public Meetings

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials may be made available in a variety of formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner’s request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group’s choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys may occasionally be used to obtain input from targeted groups or the general public.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. These individuals reported to the U.S. Census Bureau that they speak English less than very well.

To comply with USDOT’s LEP Policy Guidance and Executive Order 13166, this section of our Title VI Plan outlines the steps we will take to ensure meaningful access by LEP persons to all benefits, services and information provided under our programs and activities. A four-factor analysis was conducted to determine the LEP language groups present in our planning area and the specific language services that are needed.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people’s lives; and
- (4) The resources available to the recipient and costs.

Factor #1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population
Total (population 5 years and over):	24,370	+/-460	100%
Speak only English	22,231	+/-843	91.20%
Spanish or Spanish Creole:	862	+/-446	0.04%
Speak English "very well"	425	+/-212	0.02%
Speak English less than "very well"	437	+/-357	0.02%
Vietnamese:	288	+/-338	0.01%
Speak English "very well"	162	+/-226	N
Speak English less than "very well"	126	+/-123	N
French (incl. Patois, Cajun):	177	+/-173	N
Speak English "very well"	169	+/-171	N
Speak English less than "very well"	8	+/-13	N

No LEP groups exceeded 5% of the population.

Factor #2: The frequency with which LEP individuals come in contact with the program.

Extremely low likelihood of coming into contact with any related Town programs.

Factor #3: The nature and importance of the program, activity, or service provided by the recipient to people's lives.

The Town of Cornelius (Town) is not a direct recipient of the majority of Federal funding programs.

Factor #4: The resources available to the recipient and costs.

The Town of Cornelius (Town) relies on County and State assistance in providing LEP resources.

LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (LAP) was not required. However, reasonable attempts will be made to accommodate any persons encountered who require written translation or oral interpretation services.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Making a concerted effort to inform LEP persons of available language assistance via public notice.
- Providing translation and interpretive services when appropriate (upon request or predetermined)

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only,

and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

Staff Support for Language Assistance

- Training: All applicable employees will be instructed on our procedures for providing timely and reasonable assistance to LEP persons. New employee orientation for applicable employment positions will also explain these procedures to new hires. Applicable employees will be reminded of LEP through annual Title VI program acknowledgements (Section 5.0) and basic Title VI trainings (Section 11.0).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Monitoring of interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed to determine if our assistance measures and staff training are working. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated periodically.

11.0 STAFF TRAINING

All applicable employees will receive basic Title VI training. Applicable new hires will receive this training within 60 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, may receive refresher training. Trainings will be provided or organized by the Title VI Coordinator and should coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

12.0 RECORD-KEEPING AND REPORTS

Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It may occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and LEP). Updates will be submitted for review and approval and adopted by our Board when required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

Appendix A

Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity)

