



May 13, 2019 Council Meeting

Mayor Bryan Hough
Mayor Pro-Tem Perry Toomey
Councilwoman Carolyn Breyare
Councilman Charles McCorkle
Councilman Jeff Meadows
Councilman David Moore
Councilwoman Lauren Shoemaker
Kemp Michael, City Attorney
Danny Jackson, City Manager

**CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL**



**May 13, 2019
7:00 P.M.**

CALL TO ORDER BY THE MAYOR

INVOCATION

**PLEDGE OF ALLEGIANCE
Boy Scout Troop 59**

SET THE AGENDA

CONSENT AGENDA

1. Approval of a Proclamation Recognizing Peace Officers Memorial Day
2. Call for a Public Hearing on the 2019-2020 Fiscal Year Budget and Fee Schedule
3. Call for a Public Hearing to amend Article 9, Signs, of the Zoning Ordinance to include regulation for murals
4. Call for a Public Hearing to amend Article 7 of the Zoning Ordinance, Special Requirement Notes to the Table of Uses , Note 5 Multi-Family, Mixed Use, Apartment and Townhome/Condominium Dwellings
5. Approval of the Waste Pro Recycling Collection Contract
6. Approval of the minutes of the April 8, 2019 Council Meeting
7. Approval of the minutes of the April 29, 2019 Council Work Session Meeting

PRESENTATIONS

1. Recognition of the Mount Holly Middle School Boys Basketball Team *Mayor Hough*
2. Employee Recognition Awards *Danny Jackson*

PUBLIC HEARING

1. Public hearing to amend Article 7 of the Zoning Ordinance, Special Requirement Notes to the Table of Uses, Note 25 Coexisting, Mobile and Temporary Uses *Brian DuPont*
2. Public hearing for a text amendment to amend Section 7, Signs, of the Downtown Development Manual to include all regulations for the B-1 Zoning District *Brian DuPont*
3. Public hearing on Closing 2nd and 3rd Streets at the Old Streets and Solid Waste Property *Kemp Michael*

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

1. Consideration and Approval of a request by True Homes, for a rezoning of Tax Parcel ID#178060, 25-7acres from R-8 single Family/Conditional Use and Tax Parcel ID# 178067, 33.69 acres from RS-20 Gaston County to Conditional District Single Family *Jonathan Wilson*

NEW BUSINESS

1. Presentation of the 2019-2020 Fiscal Year Budget and Fee Schedule *Africa Otis*
2. Discussion of the Draft ADA Transition Plan Update *Miles Braswell*
3. TDA Appointments/Reappointments *Danny Jackson*

OTHER BUSINESS

CLOSED SESSION

ADJOURN

CONSENT AGENDA

PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Mount Holly play an essential role in safeguarding the rights and freedoms of the citizens of Mount Holly; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of the City of Mount Holly has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE, I, Bryan Hough, Mayor of the City of Mount Holly, call upon all citizens of Mount Holly and upon all patriotic, civil and educational organizations to observe the week of **May 12 through 18, 2019, as Police Week** with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of City of Mount Holly to observe **Tuesday, May 14, 2019, as Peace Officers Memorial Day** in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mount Holly to be affixed.

This the 13th day of May, 2019.

Bryan Hough, Mayor



City of Mount Holly Action Agenda Item

To: City Council	Date: 5-7-19
From: Brian DuPont	Meeting Date: 5-13-19
Agenda Item to be considered: Call for a public hearing to amend Article 9, Signs, of the Zoning Ordinance to include regulations for murals.	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : Staff has seen the need to call for a public hearing to amend the Sign Ordinance for artistic murals. This public hearing would occur in June. Planning Commission unanimously recommended a call.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO ☒ N/A
Manager/Staff Recommendation: Request that City Council call for a public hearing for a text amendment.	
Result of City Council Decision: _____	
Attachments: 1. 2. 3.	



City of Mount Holly Action Agenda Item

To: City Council From: Brian DuPont	Date: 5-8-19 Meeting Date: 5-13-19
Agenda Item to be considered: Call for a public hearing to amend Article 7 of the Zoning Ordinance, Special Requirement Notes to the Table of Uses, Note 5 Multi-Family, Mixed-Use, Apartment & Townhome/Condominium Dwellings.	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : Staff has seen the need to call for a public hearing to amend Note 5 to better reflect the maximum percentage of a single type of unit (number of bedrooms). This public hearing would occur in June. No discussion is needed at this time.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☒ YES ☐ NO ☐ N/A
Manager/Staff Recommendation: Request that City Council call for a public hearing for a text amendment.	
Result of City Council Decision: _____	
Attachments: 1. 2. 3.	



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: May 9, 2019
From: Miles Braswell, Asst. City Manager	Meeting Date: May 13, 2019
Agenda Item to be considered:	
Waste Pro of North Carolina, Inc.: Recycling Services Contract	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request :	
On March 11, 2019 the City Council approved moving forward with Waste Pro of North Carolina, Inc. to provide biweekly recycling collection and disposal services in the amount of \$4.16 / Customer / Month beginning on July 1, 2019. Some discussion during the Council presentation dealt with topics that would be covered in the Contract between Waste Pro and the City. It was also mentioned during the Council Presentation that the Contract should be included as a future Consent Agenda item. Attached is the Draft Contract prepared. This Contract has been reviewed and agreed upon by both Waste Pro and the City, with review by both party's attorneys.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☒ NO ☐ N/A
Reviewed by Finance Director	☐ YES ☒ NO ☐ N/A
Preaudit Certification required	☒ YES ☐ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☒ NO ☐ N/A
Budget Transfer required	☐ YES ☒ NO ☐ N/A
Total City Dollars:	\$ 277,056 (approximate) total for Fiscal Year 2019-2020
Budget Code	10-30-4710
Reviewed by City Attorney	☒ YES ☐ NO ☐ N/A
Manager/Staff Recommendation: Approval to execute contract with Waste Pro of North Carolina, Inc. to provide recycling collections and disposal services beginning on July 1, 2019.	
Result of City Council Decision:	
Attachments: Recycling Contract	

**CITY OF MOUNT HOLLY RESIDENTIAL AND BUSINESS RECYCLABLE WASTE
CONTRACT**

THIS CONTRACT, made and entered into this 1st day of JULY 2019, by and between the City of Mount Holly (hereinafter called the "City"), and WASTE PRO OF NORTH CAROLINA INC., a corporation licensed and operating under the laws of the State of North Carolina (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the 26th day of February 2019, submit a Proposal to provide Collection and Disposal of Residential and Business Recyclable Materials within the City and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the Collection and Disposal of Residential and Business Recyclable Materials as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - A. The Request for Proposals
 - B. The Instructions to Bidders
 - C. The General Conditions
 - D. The Scope of Work
 - E. The Contractor's Proposal
 - F. This instrument.
 - G. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of both parties, which consent shall not be unreasonably withheld. No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
 - A. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - B. Neither the Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, Act of God, or other similar or different contingency beyond the reasonable control of the Contractor or the City.

- C. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
5. Beginning on July 1, 2020 and on the same day of each year thereafter, the rates charged by the Contractor may be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuation in the Consumer Price Index (CPI) for Water and Sewer and Trash Collection Services as published by the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers. No such increase shall exceed ninety percent (90%) of said CPI change, with the determination to be based on the change in the CPI figure from April of the preceding year to April of the year in which the calculation is being made.
- The Contractor may petition the City for additional rate adjustments at reasonable times on the basis of unusual charges in its cost of operations, resulting from revised laws, ordinances, or other major factors beyond the Contractor's and the City's control. Fuel surcharge adjustments shall be determined jointly by the City and the Contractor in a mutually agreeable manner.
6. The City will pay Waste Pro of North Carolina Inc., a rate of \$4.16 per home per month for residential and business recyclable service for an estimated 5,550 customers; house count will be adjusted monthly as needed.
7. Award of Contract – City hereby awards this Contract to the Company. During the term of this Contract and any extensions or renewals, the Company shall be the only entity or person paid by the City to provide the Services herein within the City limits for the term of this Contract and any extensions.
8. Term – The term of the Contract shall begin on July 1, 2019 and continue through June 30, 2024 unless sooner terminated for cause or failure to perform in accordance with the terms and conditions herein set forth. The Term of this Contract shall automatically extend for (5) five one-year terms or mutually agreeable alternative terms unless one party advises the other in writing not less than ninety (90) days prior to the expiration of the then current term of the Contract. Any such written notice shall be served by certified or registered mail, return receipt requested. In no event shall the term of this Contract extend beyond that allowed by applicable North Carolina State Law.
9. Force Majeure – The Company shall be relieved of its obligations hereunder when acts of God, war or public enemy, civil commotion, strike, terrorism, severe weather being defined as that requiring closure of City's offices, riot or insurrection, governmental interference, or any other event beyond the control of the Company renders substantially impossible its performance hereunder. During such periods a mutually agreed reduction in charges reflecting the reduction in Service shall be made. The Company shall make all reasonable efforts to resume Service as expeditiously as possible.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto
affix our signatures and seals of this _____ day of
_____.

CONTRACTOR:

ATTEST:

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OWNER:

ATTEST:

City of Mount Holly

By: _____

Name: _____

Name: Danny Jackson

Title: City Clerk

Title: City Manager

(Seal)

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

Africa E. Otis (Governmental Unit Finance Officer), City of Mount Holly, NC

Date

**AGREEMENT
(CERTIFICATE OF OWNER'S ATTORNEY)**

The undersigned as the duly authorized attorney for the Owner, does hereby certify that:

I have examined the Contract, the surety bond(s) and the policies (if applicable) or other evidence of insurance coverage, and in the manner of execution thereof. In my opinion said surety bonds (if applicable) and insurance coverage are in compliance with the Contract and are adequate in form, substance and amount to protect the various interests of the Owner in connection with the Contract. I am of further opinion that the Contract, the said surety bond(s) and policies or other evidence of insurance coverage have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that each of the aforementioned agreements constitutes valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Date

Owner's Attorney

IRAN DIVESTMENT ACT CERTIFICATION:

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

E-VERIFY:

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Further if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Contractor – Print Name

Contractor – Signature

Date

Vendor or Contractor Conflict of Interest Disclosure Statement Information and Instructions

The City of Mount Holly, North Carolina, requires this disclosure statement to be completed and filed with all proposals, bids responses, contracts, or grant or loan requests to the City in excess of \$10,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required from persons submitting responses to requests for proposals, requests for qualifications, invitation to bid, grant applications, or other proposals.

A copy of the disclosure statement shall be maintained by the awarding City Department.

The City of Mount Holly shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required on the disclosure form.

Any person who provides misleading or incorrect information on the disclosure statement shall be disqualified from participation. Also, the contract or grant shall be voidable by the City if the misleading or incorrect information on the disclosure statement is discovered by the City subsequent to execution of a contract.

Definitions

"Business Entity" means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the state of North Carolina

"Family, or Family Members, or Familial Relationship" means included but limited to individuals who are related to a public official as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half-brother, half-sister, person who is engaged to be married to a public official or who otherwise holds himself or herself out as or is generally known as the person whom a public official intends to marry or with whom a public official intends to form or has formed a household.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

"Public Official" means a person either elected to a governmental position, or appointed to a governmental position who is authorized by statute, resolution or charter to exercise part of the sovereign power of the governmental entity and whose duties involve the exercise of discretion on behalf of the governmental entity. This would include those who are considered Department Heads by the City.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

CITY OF MOUNT HOLLY VENDOR OR CONTRACTOR CONFLICT OF INTEREST DISCLOSURE FORM

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

CONTACT EMAIL ADDRESS

CELL PHONE NUMBER

This form is provided with:

☐ Invitation to Bid ☐ Request for Proposal / Qualifications ☐ Proposal ☐ Grant or Loan ☐ Other

1. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously performed work or provided goods or services to any City Department within the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the City Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services. (Use additional pages if necessary)

CITY DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

2. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously applied for and received any grants or loans from any City Department within the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the City Department that awarded the grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

CITY DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT OR LOAN

3. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	CITY DEPARTMENT
----------------------------------	---------	-----------------

4. List below the name(s) and address(es) of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	CITY DEPARTMENT WHERE EMPLOYED
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If you identified individuals in items one and / or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to used in preparation of, request for proposal or qualifications, invitation to bid, or grant or loan proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that omissions shall be cause for disqualification from participation in the proposed transaction.

Signature

Date

Printed Name

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
CN105058554-AIP-GAWU-18-19	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Greenwich Insurance Company		22322
	INSURER B : XL Insurance America, Inc.		24554
	INSURER C : N/A		N/A
	INSURER D : N/A		N/A
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** ATL-004944522-02 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		GEC300138201	11/22/2018	11/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		RAE943788401 SIR: \$1,000,000	11/22/2018	11/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	RWD300138001 (AOS)	11/22/2018	11/22/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Mount Holly 400 East Central Ave. Mount Holly, NC 28120	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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City of Mount Holly, NC
Streets and Solid Waste Department
Post Office Box 406
Mount Holly, NC 28120

**COLLECTION and DISPOSAL of RESIDENTIAL
and BUSINESS RECYCLABLE MATERIALS**

Request for Proposals

February 3, 2019

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INVITATION TO SUBMIT

Sealed Proposals are invited and will be received by the City of Mount Holly, North Carolina, (the City) for the Collection and Disposal of Residential and Business Recyclable Materials.

The defined terms appearing in the General Specifications apply to all Contract Documents. Copies of the Proposal Forms are attached hereto.

Proposals must be made on the Proposal Forms and in accordance with Instructions to Bidders furnished by the Assistant City Manager or may be obtained on the City of Mount Holly website (www.mtholly.us) on February 3, 2019.

Proposals must be delivered to and be on file with the office of the Assistant City Manager on or before 2:00 p.m. on Tuesday, February 26, 2019, at which time they will be publicly opened and read aloud in the 2nd Floor Administration Conference Room, 400 East Central Avenue, Mount Holly, NC 28120. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Collection and Disposal of Residential and Business Recyclable Materials."

A pre-proposal conference will be held at 10:00 AM on Thursday, February 14, 2019 at the Mount Holly Municipal Complex, 400 East Central Avenue, Mount Holly, NC 28120 in the Administration Conference Room. All perspective bidders are strongly encouraged to attend this pre-proposal conference.

The selected Bidder will be awarded the Contract through action of the City Council approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

The City reserves the right to reject any or all proposals, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

The City's Instructions to Bidders are provided in Exhibit 1. The City's General Conditions of the Contract are listed in Exhibit 2. The City's Performance Expectations for all services are detailed in Exhibit 3. A sample Contract for Services that will be required for signature is Exhibit 4. This contract will not be revised to appease and will be a binding agreement between the City and the selected firm.

PROPOSAL PACKAGE EVALUATION CRITERIA

Proposal Packages will be evaluated on the firms' ability to meet the requirements of this Request for Proposal (RFP). Some heavily weighted, specific evaluation criteria, among other factors, will include:

- Proposed fee, submitted on the required bid form;
- Experience and demonstrated experience with similar municipal recyclable collection services;
- Office administration experience;
- Ability to meet established schedules;
- Qualifications, certifications, abilities, and geographic location of key individuals identified in the Proposal Package;
- References;
- An office in the Mount Holly (greater Charlotte/Gastonia) region.

SUBMITTAL REQUIREMENTS

If your firm would like to be considered for providing the required service, please submit two (2) bound copies of your Proposal Package to:

Miles Braswell, Assistant City Manager
City of Mount Holly
400 East Central Avenue
Mount Holly, NC 28120

Title on Package: Proposal for Collection and Disposal of Residential and Business Recyclable Materials.

Each firm is solely responsible for the timely delivery of its Proposal Packages (Packages). *All Packages must be received by **2:00 PM, Tuesday, February 26, 2019**. No Proposal Packages will be accepted after this deadline. Firms accept all risks of late delivery of Proposal Packages regardless of fault.*

The Proposal Package should consist of a cover Letter of Interest, full and complete Proposal Form and completion of the required Information Section. Due to demands on the time of the Selection Committee members, please limit your submittal to twenty (20) pages, 8.5" x 11" format (front and back copying is acceptable, (cover letters of interest, table of contents, tabs or dividers are not included in the count). Longer submissions may be removed from consideration. The cover Letter of Interest must identify a contact person for questions during the RFP process and provide contact information including telephone number, fax, email and postal address.

RFP PACKAGE

Please provide the information requested in the following order:

1. Cover Letter of Interest
2. Proposal Form
3. Information Section
 - Identify the legal entity that would enter into the contract with the City and include location of firm's headquarters, local office location, type of business (sole proprietorship, partnership, corporation), state of incorporation or organization and Federal Employer Identification Number, and the name and title of the person authorized to enter into an agreement.
 - Evidence that the Bidder is licensed to do business in the State of North Carolina.
 - Provide an organizational chart identifying team members assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members. Please indicate the geographical location of any team member whose office is outside the Charlotte/Gastonia region.
 - State any conflicts of interest your firm or any key individual may have with the City, the City's employees or the City Council members.
 - List any contracts performed in the past five (5) years by your firm or related firm's for municipal recycling services that were similar in size or contract type. Include a brief description of each service and list contracts currently being performed or performed in the past five (5) years by your firm or related firm's for the City, showing the City department or division, date of contract, amount of yearly fee received and descriptions of any unresolved claims or disputes with the City.
 - Provide three (3) reference letters from agencies where similar services have been performed. References shall list name of agency, contact name, contact phone number and email address.
 - Provide Company Policies. Must include Random Drug Testing Policy, Post Accident Alcohol and Drug Screen Policy and Dress Code Policy.
 - Provide pictures of each vehicle type that will service the City. Pictures must show all four (4) sides of vehicles (front, rear, driver side and passenger side).

- Provide quantity of each vehicle type available for service.
- Indicate the number of professional staff available and qualified to perform services. Include detailed background information for each key member of the team including:
 - A. Person's name;
 - B. Job classification;
 - C. Roles and responsibilities;
 - D. Professional registrations and certifications listing applicable state(s);
 - E. Office location; and
 - F. Years of service with the firm.
- Litigation History – Include a statement detailing whether your firm is currently in litigation or has been in litigation in the past five (5) years. If there is litigation history, please explain each occurrence and the circumstances with the outcome.
- If a significant portion of work on any project task is expected to be performed in any office other than in Mount Holly area (Charlotte region) office listed, list each task and the associated office from which work will be performed.

ADDITIONAL INFORMATION ABOUT THIS RFP

Selection Committee

A Selection Committee may evaluate the information submitted. Interviews with short-listed firms are anticipated, but may not be held at the option of the Selection Committee. Please do not contact any City staff member other than the designated contact person (Miles Braswell by email, listed below) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Public Records

Upon receipt by the City, your Proposal Package becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152. Your Proposal Package will be reviewed by the City's Selection Committee, as well as other the City staff and members of the general public who submit public record requests. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by a firm should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal Package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal Package, each firm agrees that the City may reveal any trade secret materials contained in such response to all the City staff and the City officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire Proposal Package as a trade secret may be disqualified from the selection process.

Clarification of Submittal

The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information.

Conditions and Reservations

The City reserves the right to reject any or all responses to the RFP, to advertise for new RFP responses, or to accept any RFP response deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit the City to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFP process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and firm execute a contract.

Firms shall meet all Federal, State and Local laws, regulations and rules applicable to their business.

Please direct all questions and requests for information no later than 5:00 PM, February 20, 2019 by email to miles.braswell@mtholly.us

SCOPE OF WORK

BASE BID (BI-WEEKLY CURBSIDE PICKUP)

In addition to the General Specifications, the following shall apply to the Base Bid:

1. Scope of Service: The Contractor shall provide bi-weekly, five (5) day week (Monday through Friday) curbside collection and marketing of certain recyclable materials described herein, which will reduce the City's total solid waste volume by diverting these materials from disposal in a sanitary landfill.

The Contractor shall collect Recyclable Materials that include, but are not limited to, the following: Newspapers (with inserts), glass (clear, green and brown color), aluminum, bi-metal, ferrous and steel cans, HDPE (milk and detergent containers), corrugated cardboard, and mixed paper products (e.g. mail, magazines, catalogs, etc.). These items to be recycled may be changed upon mutual agreement of the City and the Contractor.

2. Current Recycling Data: The below chart indicates recycling tonnage collection from January 2018 to December 2018.

<u>Collection Date</u>	<u>Tons</u>
1/12/2018	42.52
1/26/2018	44.65
2/9/2018	37.23
2/23/2018	37.71
3/9/2018	39.91
3/23/2018	40.22
4/6/2018	35.54
4/20/2018	39.59
5/4/2018	37.4
5/18/2018	39.01
6/1/2018	41.5
6/15/2018	42.68
6/29/2018	39.59
7/13/2018	38.96
7/27/2018	38.89
8/10/2018	38.77
8/24/2018	28.2
9/7/2018	38.22
9/21/2018	39.47
10/5/2018	39.79
10/19/2018	39.3
11/2/2018	37.3
11/16/2018	37.52
11/30/2018	46.28
12/15/2018	40.37
12/29/2018	44.59

3. Curbside Collection: The Contractor shall collect the materials bi-weekly on a day or days determined by the City. The Contractor shall collect recyclable materials from City owned roll-out containers placed at the curbside (or at the street right-of-way in the absence of curbs) by the customer. The rollout containers are 95 gallon capacity, blue in color. Customers consist of all residential units and small commercial firms served by the 95 gallon container. Any occasional overflow that is bagged or bundled and placed on top of or adjacent to the roll-out container must also be collected.
4. Holidays and Inclement Weather: If the regularly scheduled collection falls on a City-approved holiday, and the City suspends solid waste collection services, the Service Provider will also suspend Services on that day. The Service Provider must then provide the Services on the next business day (including Saturday) or according to the schedule provided by the City. City approved holidays are subject to change.

In the event of inclement weather or other emergency conditions, the Service Provider shall follow the established collection schedule as set by the City. Regularly scheduled Services will not be allowed on Saturday or Sunday without the prior written approval of the Streets and Solid Waste Director.

5. Special Accommodation: Aged, feeble or handicapped customers for whom it would be impractical or difficult to transport the container to the curbside shall be served from their rear yard or where their containers are generally kept, provided the City shall provide a written Exemption Customer List of such customers to the Contractor on a quarterly basis. If the number of such customers exceeds five percent (5%) of total customers, the City and the Contractor shall mutually decide on appropriate compensation for the Contractor. The current Exemption Customer List is listed as Exhibit 5.
6. Material Placement: The recyclable materials will be placed in the container unsorted. When improper materials are commingled with the proper materials by the customer, the Contractor shall collect the proper material and leave the improper materials in the container with an explanatory note on a form approved by the City. The City shall be notified within four (4) hours if this improper material is left in the container and the explanatory note is left for the customer.
7. Post Collection Handling: The Contractor shall be responsible for sorting, handling, processing, storage, and marketing of the recyclable materials. The Contractor shall ensure that the materials collected are recycled for reuse and resale, and shall prevent the material from being deposited in any landfill.
8. Disposal: The Contractor shall be responsible for all costs associated with the disposal of materials collected. The Contractor shall retain any income associated with the sell of the disposal items.
9. Reporting: In addition to the reporting requirements indicated in the RFP for the collection of recyclable materials, the Contractor shall maintain records on the weight of materials collected by type. The Contractor shall also maintain records on the set out rate (percentage of eligible households that put out a container on each collection day), and shall furnish an accurate estimate of the participation rate (percentage of eligible households that set out a container at least once per month). These records shall be furnished to the City on a monthly basis. Monthly and year-to-date information shall be included in each report. The Contractor shall ensure that the information provided to the City is accurate and reflects only materials collected under the Contract.
10. Educational Literature: Upon approval by the City, educational literature on the recycling program shall be supplied to the residences by the Contractor at the initiation of the Contract period. The Contractor shall also supply such literature annually to all customers during the term of the Contract.

PROPOSAL FORM**CONTRACTOR'S PROPOSAL FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND BUSINESS RECYCLABLE MATERIALS**

Item	Description	Unit Quantity	Unit Price per Month in Words	Unit Price per Month in Figures
Base Bid	Bi-weekly collection and disposal of Residential and Business Recyclable Materials	1		

Quantities: The City estimates that the approximate number of Residential and Business Units to be initially served under the Contract is five thousand five hundred fifty (5,550) as of the time of this Proposal and may increase (or decrease) to a greater (or lesser) quantity by the time a contract is executed and during the duration of the contract.

The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for the Collection and Disposal of Residential and Business Recyclable Materials for the City of Mount Holly, North Carolina, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates (expressed in both words and figures) as hereinafter set forth.

If selected by the City of Mount Holly, the undersigned agrees to abide by the terms and conditions specified in this RFP and the subsequently signed contract.

Company: _____

Bidder Name (Print): _____

Signature: _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Tel: _____ Fax: _____

Email: _____

Website Address: _____

EXECUTION OF BID**Collection and Disposal of Residential and Business Recyclable Materials**

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/She is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with this Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

Type of Bidder: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company
 ☐ Corporation ☐ Joint Venture (Check appropriate box)

BIDDER #1**BIDDER #2**
(If a Joint Venture or Partnership)

Name	_____	_____
Address	_____	_____
	_____	_____
Phone	_____	_____
Fax	_____	_____
Printed Name	_____	_____
Signature	_____	_____
Title	_____	_____
NC General Contractor's License Number	_____	_____
Classification	_____	_____
Limits	_____	_____

Subscribed and sworn before me
this ____ day of _____, 20__

Signature

My commission expires _____

Subscribed and sworn before me
this ____ day of _____, 20__

Signature

My commission expires _____

EXHIBIT 1**INSTRUCTIONS TO BIDDERS****COLLECTION AND DISPOSAL OF RESIDENTIAL AND BUSINESS RECYCLABLE MATERIALS**

1. Receipt and Opening of Proposals: The City of Mount Holly, North Carolina (the "City") invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at the office of the Assistant City Manager until 2:00 p.m. on Tuesday, February 26, 2019 and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to Miles Braswell, Assistant City Manager, City of Mount Holly, 400 East Central Avenue, Mount Holly, NC 28120 and plainly marked "Proposal for Collection and Disposal of Residential and Business Recyclable Materials."
2. Preparation of the Proposal: All Proposals shall be made on the Proposal Form attached hereto and shall give the amount for the work on a price per unit basis in both words and figures and must be signed by the Bidder. The Proposal shall contain supporting information regarding the qualifications of the bidder as listed in the information section.

Additional copies of the Proposal Form may be obtained from the City. All blank spaces in each Proposal Form must be completed in full in ink or typewritten, in both words and figures.

If a unit price already entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price Proposal entered above or below it, and initialed by the Bidder in ink.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified above shall not be considered.

3. Contract Award: The Contract shall be deemed as having been awarded effective upon the vote by the City Council and formal notice of such award may be mailed by the City to the Bidder.

The Bidder to who the Contract shall have been awarded will be required to execute four (4) copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the City and the selected bidder) and to furnish insurance certificates, all as required. In case of the Bidder's refusal or failure to do so within fifteen calendar (15) days after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award and the award may then be made to the next best qualified Bidder or the work re-advertised for Proposals as the City may elect.

4. Name, Address and Legal Status of the Bidder: The Proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A Partnership Bidder shall give full names and addresses of all partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after the Bidder's signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit legal evidence of his/her authority to do so with the Proposal.

5. Quantities: The City estimates that the approximate number of Residential and Business Units to be initially served under the Contract is five thousand five hundred fifty (5,550) as of the time of this Proposal and may increase (or decrease) to a greater (or lesser) quantity by the time a contract is executed and during the duration of the contract. Unit Price per month computations for Residential Units shall be based upon such estimate with an actual audit of all units served (which shall be listed by individual addresses) to be completed by the selected Bidder prior to the initiation of service, which shall begin on July 1, 2019. For purposes of this Contract, the term Business Units shall also include small commercial firms whose weekly garbage disposal needs do not exceed the capacity of a 95 gallon roll-out container, which shall be the provided collection device for all customers to be served.

Customers receive one (1) recycling container. Residential customers can request up to two (2) containers and business customers can receive up to five (5) containers, all based on the Fee Schedule.

In addition to the Residential and Business Units, there are thirty four (34) containers located at nine (9) different City facilities that shall be serviced on the bi-weekly basis.

6. Conditions: Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the specifications. It is expected that Bidders will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Proposal or to the Contract. The City shall make all such documents available to the Bidder.

The Bidder shall make its own determination as to the conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The Bidder's attention is directed to the fact that all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, as those laws, ordinances, rules and regulations may exist at the effective date of said Contract and as they may be amended. Such shall be deemed to be included in the Contract as though written out in full in the Contract.

7. Bidder's Certification: By submission of the Proposal, the Bidder certifies that the Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal; that the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and that the Bidder has not sought by collusion or otherwise to obtain any advantage over any other Bidder or over the City.
8. Award of Contract: The City reserves the right to reject any or all Proposals. The award of a Contract, if made, shall be made to the Bidder whose Proposal furthers the best interests of the City. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Bidder under consideration. Award of a Contract shall be made by the City Council.

9. Post-Award Conference: The City will schedule a post-award conference after award of the Contract. The selected Contractor shall attend this conference along with the prospective job superintendent. At this conference, a proposed implementation schedule shall be submitted to the City. The Contractor shall also provide at least two (2) local telephone numbers which may be used to contact the Contractor or his authorized representative both during and, in the event of an emergency, after normal business hours.

EXHIBIT 2**GENERAL CONDITIONS FOR COLLECTION AND DISPOSAL OF RESIDENTIAL AND BUSINESS RECYCLABLE MATERIALS**

The following conditions and specifications shall apply to all recyclable waste collections.

1. **Scope of Work:** The work under the awarded Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Proposal documents. It should be further noted that the recycle collection service will be required on specified days of the week, said days to be determined by the City to coincide with solid waste collection.

The work under the awarded Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different acts of God over which the Contractor has no control. In the event of such a flood, hurricane or other acts of God, the Contractor and the City will negotiate the payment to be made to the Contractor, if the Contractor and the City agree that such increased volume is to be handled by the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

2. **Current Collection:** The City's Streets and Solid Waste Department has performed recycling collections since January 2015. The City services most customers with a 33 yard automated truck. There are several dead-end streets that the City services with a rear-loader truck. It is recommended to potential vendors to drive the routes to determine what vehicles will be required to service all customers.
3. **Hours of Operation:** Collection of recyclable material shall not start before 7:00 a.m. or continue after 7:00 p.m. of the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
4. **Routes of Collection:** Collection routes shall be established by the City. The Contractor may from time to time propose changes to the routes or days of collection. Upon the City's approval of the proposed change, the Contractor shall promptly give written or published notice to the affected service locations.
5. **Holidays:** The City shall notify the Contractor by July 1st each year of the holidays to be observed during the ensuing contract year. Routes will not be run on a scheduled holiday. To compensate for the holidays observed, the work schedule shall either be moved back one or two days or forward one or two days, depending upon which day of the week the holiday occurs, so that every scheduled service location receives its normal level of service during the week. If back to back holidays and/or bad weather days result in more than one (1) missed collection days in the same week, then pick-up will occur on the corresponding days of the following week. Services shall return to the normal work schedule within three (3) days.
6. **Complaints:** All complaints received by the City shall be promptly forwarded to the Contractor for processing. The Contractor shall be equipped with a local telephone and qualified attendants as may be necessary to receive and process complaints and service requests or to receive instructions and directions from the City during the hours of 8:00 AM to 5:00 PM each and every working day during the term of the Contract or renewal thereafter. Facilities shall also be made available for the electronic filing of complaints under the same conditions.

All complaints shall be resolved within twenty-four (24) hours. The Contractor shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for City inspection at the Contractor's location at all times during normal working hours. When a complaint is received on the day proceeding a holiday or on a Friday, it shall be serviced by the Contractor no later than the next working day. The City may require the Contractor to make personal supervisory contact to resolve a service complaint.

The Contractor will furnish to the City on a weekly basis a report of the complaints received during the preceding week and the resolution of these complaints.

7. New Customers: The City will receive requests for service to additional service locations not initially included in the Contract. The Contractor will be required to add this location to his route for the next scheduled service route day.
8. Hauling: All recyclable waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented. The Contractor shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products.
9. Notification: The Contractor shall notify citizens of complaint procedures, regulations, and days for scheduled solid waste collection.
10. Compliance with Laws: The Contractor shall conduct operations under the Contract in compliance with all applicable laws, provided, however, that the general specifications of the Contract shall govern the obligations of the Contractor where conflicts may exist with ordinances of the City on the subject. Equipment utilized shall comply with all axle weight restrictions.
11. Licenses and Taxes: The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and pay all applicable taxes required by the City or the State of North Carolina.
12. Indemnity: Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from willful misconduct or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys, fees arising out of the award of this Contract for willful misconduct or negligent act or omission of the City, its officers, agents, servants and employees.
13. Grant or Right: The Contractor shall be the only person or organization authorized by the City to provide recyclable waste collection and disposal services within the City of Mount Holly provided and paid for by the City, unless otherwise provided for by this agreement. It is the understanding and intention of the parties hereto that this agreement shall not constitute a franchise but a Contract for the collection and disposal of recyclable waste collected under the Contract within the corporate limits of the City of Mount Holly, North Carolina.

The City may annex areas in the future. At the City's discretion, these areas may or may not be added to the list of residences that require recyclable material collection and disposal services.

14. Insurance: The Contractor shall at all times during the Contract maintain in full force and effect employers' liability, workers' compensation, public liability and property damage insurance, including Contractual liability. All insurance shall be by insurers and for policy limits acceptable to the City and, before execution of the Contract, the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at that time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holders."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' compensation	Statutory
Employers' Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Property Damage Liability Except Auto	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000

The Contractor agrees to furnish proof of existence of said policies to the City prior to the effective date of the Contract. The City shall be included as an additional insured on the aforementioned policies.

15. Contract Duration: The Contract term shall be five (5) years and shall initially run from July 1, 2019 through June 30, 2024. The Contract may be terminated at the end of the Contract term unless the City and Contractor have mutually agreed upon an extension no later than four (4) months prior to the expiration date. All subsequent Contract extensions, if any, shall be in increments of two (2) years.

Furthermore, the Contract may be terminated within seven (7) calendar days of the date of written notice to the Contractor if, after fifteen (15) day's prior written notice to the Contractor of any of the following defaults, the Contractor fails to cure such default:

- A. Fails to begin work at the time specified or fails to substantially perform the work with adequate personnel or equipment.
- B. Fails to perform the work in a workmanlike manner or discontinues the performance of work.
- C. Fails to provide customer service as required by the Proposal documents.
- D. Becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency or allows any final judgment for the payment of money to stand against him unsatisfied and the City gives notice of such default the Contractor or his surety fails to secure such default within two (2) days after such notice.

Finally, the Contract may be terminated at any time by mutual agreement of the City and Contractor.

16. Modification to Rates: The Contractor shall provide and perform all of the work specified herein for the amount indicated in the Proposal for the duration of the Contract. It is expressly understood that the payment provided for in accordance with the Rate Schedule shall constitute full and complete payment to the Contractor for all services provided by the Contractor as specified.

Beginning on April 30, 2016 and on the same day of each year thereafter, the rates charged by the Contractor may be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (All Items) as published by the U. S. Department of Labor, Bureau of Labor Statistics. No such increase shall exceed ninety percent (90%) of said CPI change, with the determination to be based on the change in the CPI figure from April of the preceding year to April of the year in which the calculation is being made.

The Contractor may petition the City for additional rate adjustments at reasonable times on the basis of unusual charges in its cost of operations, resulting from revised laws, ordinances, or other major factors beyond the Contractor's and the City's control. Fuel surcharge adjustments shall be determined jointly by the City and the Contractor in a mutually agreeable manner.

17. Additions and Deletions of Accounts: For billing purposes, the number of accounts (the number of customers served) will be adjusted quarterly as determined by verified service additions and deletions.
18. Delinquent and Closed Accounts: The Contractor shall discontinue recyclable collection service at any unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractors' discontinuing service at any location at the direction of the City.
19. City Payment for Services: The City will pay the Contractor for services rendered within fifteen (15) business days following the end of the month.

The City will pay the Contractor for services based on the number of accounts established through the initial audit of all units served to be conducted prior to the initiation of service. The City shall revise the number of accounts on a quarterly basis as based on verified service additions and deletions during that quarter. Any disagreement between the City and the Contractor involving the count of units as determined by the annual audit or by the verified service additions and deletions shall be negotiated and resolved in a mutually agreeable manner prior to the first billing subsequent to such a discrepancy being identified.

20. Ownership: Title to recyclable material shall pass to the Contractor when placed in Contractors collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the residential unit, whichever last occurs.
21. City Provided Containers: City provided containers will be maintained in good working condition at all times. Container maintenance, removal, delivery and replacement will be performed by the City.
22. Solid Waste Management Act Data Submission Requirements: The Contractor shall be required to provide to the City all data requests deemed necessary by the City in compliance with the reporting requirements of the Solid Waste Management Act of 1989 (SB 111), as amended, or any other federal or state law or regulation. The Contractor is expected to be thoroughly familiar with the reporting requirements stipulated in said acts.

23. Financial Betterment: The Contractor will, upon request, furnish satisfactory proof of financial responsibility and any supplementary information as may be deemed necessary by the City and requested by the City.
24. Assignment: The obligations of the Contractor are not to be sub-contracted, assigned, or transferred to any person or organization.
25. Contractor's Personnel: The Contractor will assign a qualified person or persons to be in charge of the operations contracted for and agrees that the information regarding experience shall be furnished to the City upon request. The Contractor's employees shall carry valid operator's licenses for the type of vehicle they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this Contract.
26. Changes in Charter and Ordinances of the City: Any change in the existing City Charter or any ordinance of the City shall not affect the validity hereof or alter, modify, or amend the obligations or duties of, or the privileges or benefits occurring to the Contractor hereof, provided, however, that any changes in the ordinances of the City relating to the solid waste collection and disposal that are applicable throughout the City shall apply also within the service areas with the Contractor's compensation being adjusted for any increased or decreased costs resulting from such changes.
27. Accounting System and Audit, Accurate Information: The Contractor certifies that all information the Contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information provided by the contractor is grounds for the City to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The City may examine the Contractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor must grant the City access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records.

28. Applicable Laws: This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of North Carolina (without regard to its conflicts of laws principles) and of the City. All laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall govern. The Contractor shall, without additional cost to the City, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, exclusive venue and jurisdiction must be in the Circuit Court for Gaston County, North Carolina.
29. Contract Administration: The contract administrator is the City representative. The contract administrator is authorized to:
- A. serve as liaison between the City and Contractor;
 - B. give direction to the Contractor to ensure satisfactory and complete performance;
 - C. monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

- D. serve as records custodian for this contract;
- E. accept or reject the Contractor's performance;
- F. prepare required reports;
- G. approve or reject invoices for payment; and
- H. recommend contract modifications or terminations to the City.

The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the City's contractual rights.

- 30. Cost & Pricing Data: The Contractor guarantees that any cost and/or pricing data provided to the City will be accurate and complete. The Contractor grants the City access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the City, including profit or fee, may, at the option of the City, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.
- 31. Documents, Materials and Data: All documents, materials or data developed as a result of this contract is the City's property, unless specifically provided for in the contract. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to State and Federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor shall keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the City.
- 32. Duration of Obligation: The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.
- 33. Entire Agreement: There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the City to enter into the contract.
- 34. Inconsistent Provisions: Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the City's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the City.

In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:

- A. Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.
- B. Terms and conditions specified by the City in any request for proposals, request for interest of qualifications, invitation to submit, or other document specifying with particularity the City's terms and conditions.
- C. These General Conditions.

The lack of a specific provision in any of the documents referred to in items above shall not operate to create an ambiguity with these General Conditions.

35. Indemnification: The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor shall indemnify and save the City harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the City, the Contractor shall defend the City in any action or suit brought against the City arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, the City includes its elected officials, officials, employees, agents, boards, agencies and the City.
36. Independent Contractor: The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents of the City. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the City and the Contractor.
37. Infringement: Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the City with respect to costs, expenses, damages, and liability arising from or on account of any claim for infringement.
38. Inspections: The City has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).
39. Termination For Cause: The City may terminate the contract in whole or in part, and from time to time, whenever the City determines that the Contractor is:
- A. defaulting in performance or is not complying with any provision of this contract;
 - B. failing to make satisfactory progress in the prosecution of the contract; or
 - C. endangering the performance of this contract.

Prior to a termination for cause, the City will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the City in curing the default, unless a different time is given in the notice. If the City determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the City may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the City for additional costs that would be incurred by the City, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

40. Termination for Convenience: This contract may be terminated by the City, in whole or in part, upon written notice to the Contractor, when the City determines termination to be in the City's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. the City is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items

acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

41. Time: Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising there from.
42. Work Under The Contract: Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

EXHIBIT 3**PERFORMANCE EXPECTATIONS****Fulfilling Contract Obligations:**

- The selected firm(s) will understand and uphold the City's best interest at all times.
- The Streets and Solid Waste Director, or his appointee shall be responsible to review these Performance Expectations periodically, and participate fully in any evaluation process.
- The Firm shall be responsible to read, understand and fulfill all items in the contract.
- The Firm shall maintain continuity of staff assignments. Written approval from the Streets and Solid Waste Director is required prior to changing staff assignments.
- Invoicing is on a monthly basis. A weekly status update report may be requested by the City.
- With each invoice, a minimum of detail will include invoice date, invoice number, the City's Purchase Order number, recycle service dates, number of units serviced and cost per unit.
- Firm vehicles must include visible company logo on driver and passenger door and each vehicle must be numbered on driver side and passenger side.
- Comply with safety requirements of OSHA and ANSI.

Customer Service Requirements:

- Treat all customers with dignity and respect.
- Treat customer's property with respect.
- Answer questions, comments and complaints from customers in a timely manner.
- Replace the lid to containers, leave containers upright and out of the street and driveway, and not block access to mailboxes.
- Leave a note to the customer indicating problems with recycling materials or other items that cannot be picked up.
- Immediately clean up leaks or spills and pick up any trash dropped by the Contractor.

Timeliness/Responsiveness:

- Phone calls from the City shall be returned by the end of the same working day when the call was received.
- All correspondence which includes a request for response shall be responded to within the specified time frame.
- The Firm shall inform the City's Streets and Solid Waste Director (or appointee) in a timely manner of upcoming concerns, problems, etc. such that they can be addressed by the Project Team without a delay in services.
- The Firm must report problems and incidents to the City's Streets and Solid Waste Director or his appointee on the same working day when the problem or incident occurred.
- The Firm must report vehicle accidents while servicing recyclable containers immediately.
- All communication shall be presented in a clear and concise manner.

Citizen Contacts:

Citizen Correspondence:

- The Firm shall provide copies of all correspondence with citizens associated with the service according to contract requirements.
- The Firm shall not convey to citizens information on the City's policies or procedures unless otherwise directed by the City's Streets and Solid Waste Director.
- The Firm shall represent the City in a professional manner.

Public Meetings:

- The Firm shall participate in a professional manner in all public meetings at a level determined by the City's Streets and Solid Waste Director (e.g. serve as main speaker, share speaking responsibilities with the City, answers questions etc.).

EXHIBIT 4**SAMPLE****CITY OF MOUNT HOLLY RESIDENTIAL AND BUSINESS RECYCLABLE WASTE CONTRACT**

THIS CONTRACT, made and entered into this ____ day of _____, by and between the City of Mount Holly (hereinafter called the "City"), and _____, a corporation licensed and operating under the laws of the State of North Carolina (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the ____ day of _____, submit a Proposal to provide Collection and Disposal of Residential and Business Recyclable Materials within the City and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the Collection and Disposal of Residential and Business Recyclable Materials as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Request for Proposals
 - b. The Instructions to Bidders
 - c. The General Conditions
 - d. The Scope of Work
 - e. The Contractor's Proposal
 - f. This instrument.
 - g. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of both parties, which consent shall not be unreasonably withheld. No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.

- b. Neither the Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, Act of God, or other similar or different contingency beyond the reasonable control of the Contractor or the City.
- c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of this _____ day of _____.

CONTRACTOR:

ATTEST:

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OWNER:

ATTEST:

City of Mount Holly

By: _____

Name: _____

Name: Danny J. Jackson

Title: City Clerk

Title: City Manager

(Seal)

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

Africa E. Otis (Governmental Unit Finance Officer), City of Mount Holly, NC

Date

AGREEMENT
(CERTIFICATE OF OWNER'S ATTORNEY)

The undersigned as the duly authorized attorney for the Owner, does hereby certify that:

I have examined the Contract, the surety bond(s) and the policies (if applicable) or other evidence of insurance coverage, and in the manner of execution thereof. In my opinion said surety bonds (if applicable) and insurance coverage are in compliance with the Contract and are adequate in form, substance and amount to protect the various interests of the Owner in connection with the Contract. I am of further opinion that the Contract, the said surety bond(s) and policies (if applicable) or other evidence of insurance coverage have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that each of the aforementioned agreements constitutes valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Date

Owner's Attorney

IRAN DIVESTMENT ACT CERTIFICATION:

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

E-VERIFY:

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Contractor – Print Name

Contractor – Signature

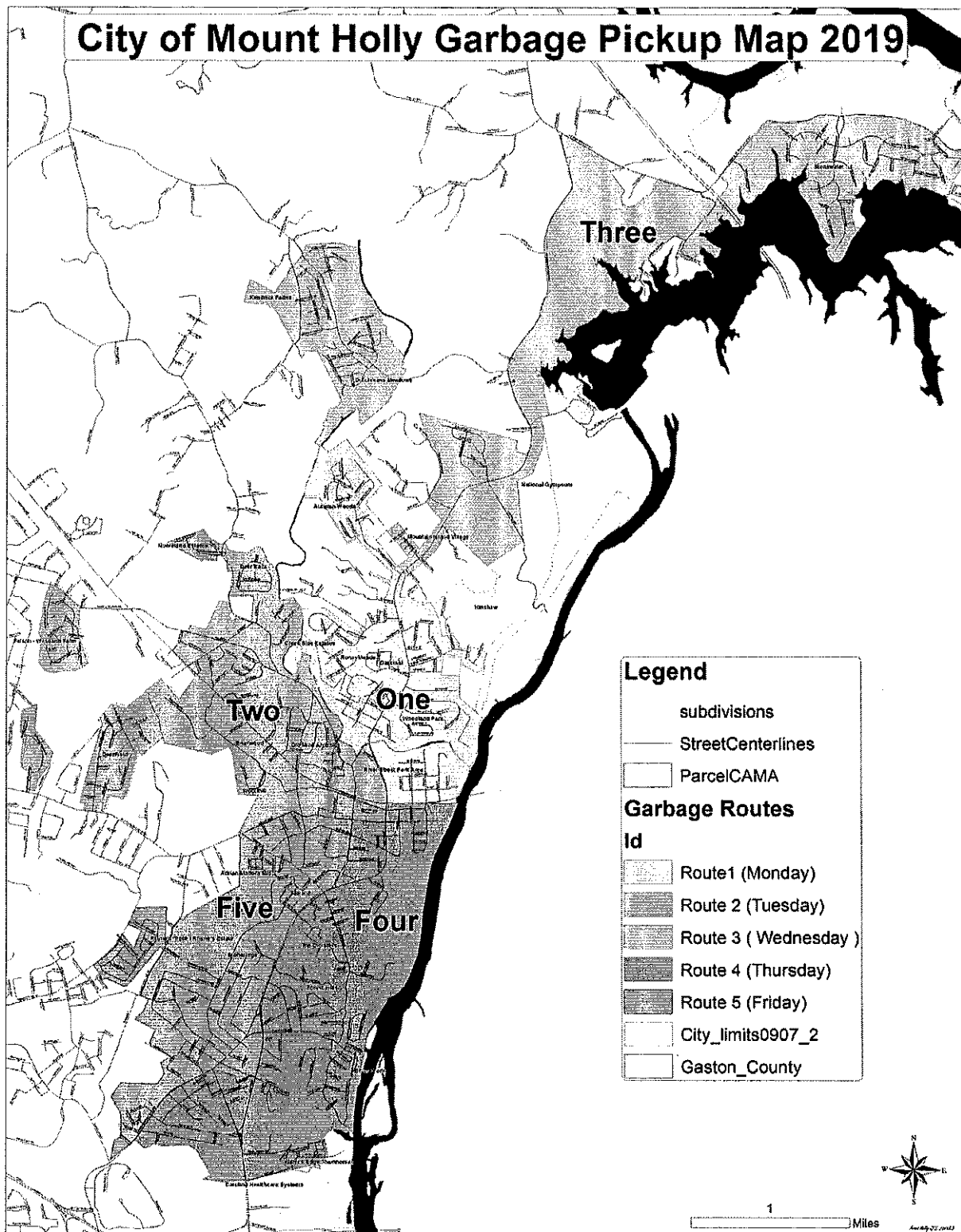
Date

EXHIBIT 5 - EXEMPTION CUSTOMER LIST

Route	Address
Monday	102 Dogwood Drive
Monday	105 Dogwood Drive
Monday	221 Dogwood Drive
Monday	105 Walnut Cove
Monday	111 Forest Drive
Monday	410 Timberlane Drive
Monday	302 Timberlane Drive
Monday	404 Harmony Lane
Monday	1116 Woodhaven Drive
Monday	104 Loftin Lane
Monday	248 Jenkins Ave
Monday	111 Edinburgh Court
Monday	115 Edinburgh Court
Monday	233 Jenkins Ave
Monday	225 North Lee Street
Monday	1111- A Woodhaven Drive
Monday	104 South Mulberry Ct.
Monday	1109 North Main Street
Monday	112 Dujon Court
Monday	112 Matuka Court
Monday	120 Edingburgh Court
Monday	204 Dogwood Drive
Monday	201 Dogwood Drive
Monday	315 Dogwood Drive
Monday	306 Timberlane Drive
Monday	400 Harmony Lane
Monday	305 Gaston Ave.
Monday	326 North Alexander
Monday	308 Gaston Ave.
Monday	422 Timberlane Drive
Monday	224 Edinburgh Court
Tuesday	100 Old Mine Road
Tuesday	412 W. Central Ave.
Tuesday	320 W. Charlotte Ave.
Tuesday	419 W. Charlotte Ave.
Tuesday	206 Norton Road
Tuesday	311 Norton Road
Tuesday	306 Norton Road
Tuesday	104 Cedar Lane
Tuesday	235 Cedar Ln.
Tuesday	735 Woodlawn Ave.
Tuesday	911 Woodlawn Ave.
Tuesday	319 Craig Street
Tuesday	201 Payne Street

Tuesday	107 Ash Court
Tuesday	1028 Noles Drive
Tuesday	100 North Hawthorne
Tuesday	841 Deerfield Drive
Tuesday	319 Craig Street
Tuesday	110 Cedar Lane
Tuesday	104 Julia Ave.
Tuesday	112 Brook Lane
Tuesday	129 Kendrick Court
Wednesday	112 Lassiter Court
Wednesday	113 Lassiter Court
Wednesday	1723 N. Main St.
Wednesday	113 South Ferncliff Dr.
Wednesday	117 South Canyon Dr.
Wednesday	501 Augustus Lane.
Wednesday	124 North Island Vill.
Wednesday	125 North Island Vill.
Thursday	210 Hill Street
Thursday	118 Forest Hills Drive
Thursday	14 American Street
Thursday	350 Beatty Drive
Thursday	107 Oak Trail
Thursday	116 Oak Trail
Thursday	116 1/2 Oak Trail
Thursday	113 Adcock Street
Thursday	112 Adcock Street
Thursday	221 Ferstl Ave.
Thursday	600 East Henry # 73
Thursday	100 Oakland Road
Thursday	116 East Catawba Drive
Thursday	627- A Tuckaseegee Road
Thursday	601 - A Tuckaseegee Road
Thursday	106 Fite Road
Thursday	301 Bryte Street
Thursday	103 Margie Street
Thursday	400 Beaty Road
Thursday	214 Howard Street
Thursday	221 Howard Street
Thursday	118 Tuckaseegee Road
Thursday	406 Louise Ave.
Thursday	205 Blanche Ave
Thursday	201 Fite Road
Thursday	104 Lowe Street
Friday	208 Crest Street
Friday	601 Rankin Ave.
Friday	227 Adrian St.
Friday	111 Crest St.

Friday	502 West Henry St.
Friday	302 Tomberlin Road
Friday	517 West Henry St.
Friday	104 Adrian Circle
Friday	107 Maple Drive
Friday	113 Tomberlin Road
Friday	726 S. Main Street
Friday	217 Brookwood Road
Friday	200 W. Catawba Dr.
Friday	310 Belton Ave
Friday	104 Crest Street
Friday	403 W. Henry Street
Friday	510 Rankin Ave.
Friday	339 Scott Street
Friday	219 Belton Ave.
Friday	105 Park Ave.
Friday	300 Adrian Street
Friday	301 W. Catawba # 3
Friday	513 Costner Street
Friday	105 Tomberlin Road

EXHIBIT 6

February 21, 2019

City of Mount Holly, NC

Request for Proposals – Collection and Disposal of Residential and Business Recyclable Materials

ADDENDUM #1

Revisions / Notes:

1. Following is the vendor sign-in sheet from the 2-14-19 Pre-proposal meeting.
2. Revision: Page 8, item #3. Contractor shall collect boxes, whether they are broken down or not, when they are placed beside a container on occasion.
3. Revision: Page 10. Execution of Bid. A new bid sheet will accompany this addendum with the correction from "A Contract for the Construction of: City of Mount Holly North Main Street Parking Lot Renovation Project," to "Collection and Disposal of Residential and Business Recyclable Materials."
4. Revision: Page 15, item #6. Contractor shall collect missed recycling containers within 24 hours of being notified by the City.
5. Revision: Page 17, item #16.

Modification to Rates: The Contractor shall provide and perform all of the work specified herein for the amount indicated in the Proposal for the duration of the Contract. It is expressly understood that the payment provided for in accordance with the Rate Schedule shall constitute full and complete payment to the Contractor for all services provided by the Contractor as specified.

Beginning on July 1, 2020 and on the same day of each year thereafter, the rates charged by the Contractor may be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (CPI) for Water and Sewer and Trash Collection Services as published by the U. S. Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers. No such increase shall exceed ninety percent (90%) of said CPI change, with the determination to be based on the change in the CPI figure from April of the preceding year to April of the year in which the calculation is being made.

The Contractor may petition the City for additional rate adjustments at reasonable times on the basis of unusual charges in its cost of operations, resulting from revised laws, ordinances, or other major factors beyond the Contractor's and the City's control. Fuel surcharge adjustments shall be determined jointly by the City and the Contractor in a mutually agreeable manner.

Questions / Answers:

1. Question (Q): Are you currently servicing the entire 5,550 customers the same week and parking trucks the second week or do you have the City divided for an A week and a B week. Meaning 2,775 serviced each week?
Answer (A): The City services all customers in one week, biweekly.

2. Q: Is the City planning to bid on the work again or are you looking to privatize?
A: Given the City currently provides recycling services in house, the City will analyze the costs associated with this service. The decision to privatize or remain with in-house services will be determined by City Council at the appropriate time.
3. Q: Where is the recycling material currently hauled?
A: Republic Services (formerly ReCommunity), 1007 Amble Drive, Charlotte, NC 28206
4. Q: Are there any contamination fines? If so how much has the city received in the last 12 months?
A: No contamination fines have been assessed at this time.
5. Q: Page 10 of the RFP – Is this information at the top correct? A CONTRACT FOR THE CONSTRUCTION OF: CITY OF MOUNT HOLLY NORTH MAIN STREET PARKING LOT RENOVATION PROJECT
A: See Revision #3.
6. Q: For businesses, is there a fee per business or a fee per cart?
A: There will be a fee per cart.
7. Q: Will the City provide a list of the number of business and number of carts per business?
A: There are 138 businesses where recycling is collected and 177 recycling containers located at these businesses. Included in Addendum #1 is the full listing of addresses and containers per business.
8. Q: How many customers are there per route?
A: Estimated at 1,100 customers per route, with five (5) routes each week.
9. Q: Modification of rates; is it be possible to utilize the Water and Sewer and Trash Index?
A: Please see Revision # 5.
10. Q: What is the anticipated growth for the period of the contract?
A: The City can provide historical growth since the January 2015. Below lists the number of recycling customers, representing the historical growth:
 - January 2015: 4,967 recycling customers
 - January 2016: 5,282 recycling customers
 - January 2017: 5,249 recycling customers
 - January 2018: 5,350 recycling customers
 - January 2019: 5,550 recycling customers
11. Q: How will the vendor be notified of new exempt customers?
A: City will inform vendors as new exempt customers are added.

12. Q: How will decorative recycling receptacles on sidewalks downtown and in Parks managed?
A: City staff will collect the recycling and deliver the recycling to a central location, where the contractor will collect at one time.
13. Q: Are all recycling services managed in one week?
A: Yes, all recycling activities are to be complete in one week.
14. Q: New carts and cart maintenance – will the City continue to provide these carts to the citizens with the City's resources?
A: New containers and container maintenance will be provided for by the City.
15. Q: Report(s) - participation calculations, what method do you require to capture this information? Do you have samples of reports you are producing currently?
A: The City does not keep track of participation.
16. Q: Backdoor services – do the citizens recertify periodically for backdoor services?
A: The City updates the Exempt Customer list on occasion, with the last audit and revision being performed in late 2015, early 2016.
17. Q: Customer service calls – will all calls be directed to the City?
A: Customer calls will be received by the City and directed to the vendor.
18. Q: Processing cost – will the City receive bill direct from Materials Recovery Facility (MRF) or is this cost to be included in the rate cost to serve?
A: The cost to process/dispose of the recycling materials will be included in the proposal. The City will not be paying a MRF fee for disposal.
19. Q: Occasional Overflow – frequency and volume at which this occurs. With ASL trucks this creates service and safety concerns as they are left-hand drive trucks. Recommend cart contents only for safety.
A: Overflow is addressed in the RFP. The vendor will be required to collect occasional overflow.
20. Q: Extension of RFP submission until Thursday, February 28th at 2:00 pm to review the Q&A responses to provide the most economical bid response to the City
A: The bid due date and time will remain as listed in the RFP.

END OF ADDENDUM #1



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3. INFORMATION SECTION
4. RFP



Miles Braswell
Assistant City Manager
City of Mount Holly
400 East Central Avenue
Mount Holly, NC 28120

Re: Proposal for Collection and Disposal of Residential and Business Recyclable Materials

Dear Mr. Braswell,

Waste Pro of North Carolina, Inc. (Waste Pro) is pleased to have the opportunity to submit this proposal in response to the City of Mount Holly's RFP for Collection and Disposal of Residential and Business Recyclable Materials. By submitting this proposal, Waste Pro agrees, if selected, to provide the work as described in the RFP under option, Base Bid (Bi-Weekly Curbside Pickup).

Waste Pro has received and has carefully examined all the documents associated with the RFP. Waste Pro is familiar with the work and fully understands the requirements for performing the work. Waste Pro will provide the services as described in the RFP on the same schedule to ease the transition to Waste Pro.

Waste Pro's local facility in Mount Holly would provide services to the residents if we are the selected contractor.

Office Conducting Service:

131 Brickyard Road
Mount Holly, NC 28120
Chip Gingles
Divisional Vice President
Cell: 757-775-8726
Office: 980-255-3800
Fax: 704-792-0810
cgingles@wasteprousa.com

As you review our proposal and check our references I feel confident in saying that Waste Pro is uniquely qualified to handle the collection service requirements. Municipal contracts are our area of expertise; this is our bread and butter. We have enclosed references and encourage you to contact these municipalities and ask their opinion of Waste Pro. Nobody tells our story better than our customers.

Founded in 2001, Waste Pro is the fastest growing, privately owned solid waste company in the Southeastern United States. Currently providing service to over 500 Cities and 300 Counties in exclusive or non-exclusive franchises or in open market.



Customer Service and Safety are our number one priority. Our drivers are trained locally, not at an out of county location. They are trained on local major roads, intersections, and disposal facilities. They are trained on local issues consisting of unique localized special events, contractual specifications, seasonality of congested roadway conditions and environmentally sensitive issues. Our employees are encouraged to "go the extra mile" with regards to servicing our customers.

Waste Pro understands the importance of having a local presence. Customer Calls will be answered by a real person, not an automated attendant-resulting in a quicker response time. We believe in being part of the community. Waste Pro will continue to contribute and participate in local business and charitable organizations. All of this we do because we believe that we should be part of the communities that we service.

Another area of concern we always face is "The Transition", which is our hallmark. The key to a successful transition is daily communication between your management group and Waste Pro Staff. Any issues, questions, or situations will be addressed the same day. This ensures a high level of accountability and an ease in conversion.

Waste Pro is willing and able to initiate start-up after an award of the contract and begin services on July 1, 2019. In the event that we are fortunate enough to be selected, I would sign the agreement, and I am always available if additional information is required. I am authorized to provide technical clarification regarding this proposal.

We look forward to being your next partner and providing your residences and businesses with the services that are the "Distinguishable Difference."

We very much appreciate your time and consideration.

Best Regards,

Chip Gingles
Divisional Vice President
Waste Pro of North Carolina, Inc.
cgingles@wasteprousa.com
Cell: 757-775-8726
Fax: 704-792-0810

PROPOSAL FORM

**CONTRACTOR'S PROPOSAL FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND
BUSINESS RECYCLABLE MATERIALS**

Item	Description	Unit Quantity	Unit Price per Month in Words	Unit Price per Month in Figures
Base Bid	Bi-weekly collection and disposal of Residential and Business Recyclable Materials	1	Four dollars and sixteen cents per unit	\$4.16

Quantities: The City estimates that the approximate number of Residential and Business Units to be initially served under the Contract is five thousand five hundred fifty (5,550) as of the time of this Proposal and may increase (or decrease) to a greater (or lesser) quantity by the time a contract is executed and during the duration of the contract.

The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for the Collection and Disposal of Residential and Business Recyclable Materials for the City of Mount Holly, North Carolina, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates (expressed in both words and figures) as hereinafter set forth.

If selected by the City of Mount Holly, the undersigned agrees to abide by the terms and conditions specified in this RFP and the subsequently signed contract.

Company: Waste Pro of North Carolina

Bidder Name (Print): Chip Gingles

Signature: 

Title: Divisional Vice-President

Date: 02/25/2019

Address: 131 Brickyard Road

City, State, Zip: Mount Holly, NC 28120

Tel: 980-255-3800

Fax: 704-792-0810

Email: cgingles@wasteprousa.com

Website Address: wasteprousa.com

EXECUTION OF BID

Collection and Disposal of Residential and Business Recyclable Materials

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/She is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with this Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

Type of Bidder:

☐ Sole Proprietor

☐ Partnership

☐ Limited Liability Company

☒ Corporation

☐ Joint Venture (Check appropriate box)

BIDDER #1

BIDDER #2

(If a Joint Venture or Partnership)

Name WASTE PRO OF NORTH CAROLINA

Address 131 BRICKYARD ROAD

MOUNT HOLLY NC 28120

Phone 980-255-3800

Fax 704-792-0810

Printed Name CHIP GINGLES

Signature

Chip Gingles

Title DIVISIONAL VICE PRESIDENT

NC General Contractor's
License Number

NA

Classification

NA

Limits

NA

Subscribed and sworn before me
this 25 day of February, 2019

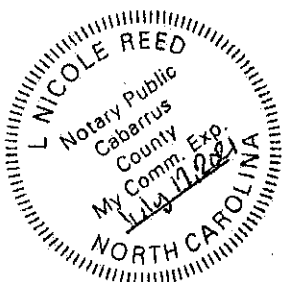
Nicole Reed
Signature

My commission expires July 17, 2021

Subscribed and sworn before me
this ___ day of ___, 20__

Signature

My commission expires _____



Reference Addendum #1 Section 5 Paragraph 3

The Contractor may petition the City for additional rate adjustments at reasonable times on the basis of unusual charges in its cost of operations, resulting from revised laws, ordinances, or other major factors beyond the Contractor's and the City's control. Fuel surcharge adjustments shall be determined jointly by the City and the Contractor in a mutually agreeable manner.

Due to current and unforeseen recycling commodity market. Waste Pro would require a rate adjustment if the recycling processing fees, increase by 25% above the current rate of \$75 - \$85 per ton.

In the event the Recycling Processing Plant closes. Waste Pro could exit the contract if is no other option in the Charlotte market that would process residential single-stream material.

Information Section

- Waste Pro of North Carolina is the legal entity with who the City of Mount Holly will be contracting. It is located at 131 Brickyard Road, Mount Holly, NC 28120. The Corporate headquarters is located at 2101 W. SR 434, Longwood, Florida 32779 and is a corporation; Federal Identification number 27-1005643. Divisional Vice President Chip Gingles will be executing the contract in Waste Pro's behalf and is duly authorized to do so. See attached letter of authorization.
- Please see attached print out from NC department of the Secretary of State reflecting our authorization to do business in North Carolina.
- Please see attached Organizational Chart and Key Personnel listing. No team member is located outside the Charlotte/Gastonia region.
- No conflicts of interest exist between Waste Pro and any of the City's employees or Council members.
- Please see attached list of contracts with brief description of services, contacts, and amount of yearly fee.
- Please see attached three (3) reference letters.
- Per your request please see attached Waste Pro's Company Policy excerpts as pertains to Random Drug Testing, Post Accident Alcohol/Drug Screen and Dress Code Policy.
- Please see attached pictures of vehicle that will service the City.
- One (1) Mack MR equipped with a Heil Python Automatic Side Load. Spare trucks would be pulled from the existing fleet as needed. Charlotte divisions have over 25 Automatic Side Load trucks available.
- There will be eight (8) qualified personnel available to perform and assist in the services required by the City.
 - Driver – TBA
 - Swing Driver – Dennis Strain – Dennis has been with Waste Pro over five (5) years and has over seven (7) years' experience in the waste and recycling industry.
 - Lead Driver – Eric Johnson – Eric has been with Waste Pro over seven (7) years and has over twenty (20) years' experience in the waste and recycling industry.
 - Dispatcher – Walt Nesbit – Walt has been with Waste Pro one (1) year and has over twenty-nine (29) years' experience in the waste and recycling industry.
 - Customer Service – Selina Wilson – Selina has been with Waste Pro over two (2) years and has over twenty (20) years of customer service experience in the waste and recycling business.
 - Office Manager – Berkley Ginn – Berkley has been with Waste Pro over seven (7) years and has over ten (10) years in the waste and recycling industry.
 - Operations Manager – Phillip Sadler – Phillip joined Waste Pro in July 2015 as an operations manager for the Asheville NC division. Phillip relocated back to Charlotte in 2017. Phillip is a Charlotte native and brings over twenty-five (25) years' experience in all levels of the waste and recycling industry.

- Division Manager – Phil Bader – Phil joined Waste Pro in September 2018. He is responsible for managing six (6) municipal contracts in the Charlotte area and has over twenty (20) years of experience.
- Litigation History: There is no litigation, currently occurring nor has there been in the last five (5) years any litigation been brought against Waste Pro of North Carolina.

Describe firm's procedures and processes to manage the work.

Operations

- Operations Manager has daily safety/training meeting with all drivers.
- Operations Manager spends 80% of day in the field observing drivers and meeting with local municipal staff.
- Sit down safety meeting once a week to discuss – safety concerns OSHA training.

Office Staff

- Weekly Staff meeting to discuss all municipal contracts and service levels.

Complaint Resolution Procedure

- Unlike many of our competitors, Waste Pro always has a live representative answering the phone. We do not use automated computer voice systems. When a complaint is received, the customer service representative who takes the initial call resolves it from beginning to end. This personal service is a more efficient and professional way to address a complaint, and we have found it to work successfully.
 - If needed, a Manager, Division Manager or even the CEO of our company will become involved to adequately answer a complaint.
-
- All work to be performed will be completed by equipment and personnel in the following locations.
 - Operations and Maintenance Staff – 131 Brickyard Road, Mount Holly, NC 28120
 - Customer Service – 1902 Valley Parkway, Monroe, NC 28110

Safety and Training Plan Summary

Safety Training – All drivers, helpers and mechanics receive initial and ongoing safety training. Waste Pro has a Regional Driver Training Facility in Atlanta where all new drivers must go through a one-week safety orientation. It is equipped with a state-of-the-art driving simulator which simulates dangerous situations and gauges proper reactions. Once qualified to drive weekly informal safety training sessions (tailgate sessions) are conducted by the route supervisor. The district manager conducts monthly formal safety meetings on varying topics such as lifting, safe backing, and child awareness

Route Training – All drivers will be trained on their respective routes before the contract start up. They will drive the route along with a Waste Pro management person. They will be trained on any special circumstances for individual neighborhoods, streets or customers. Waste Pro will determine the information about special circumstances by working with Mount Holly staff.

Customer Service Training – The customer service staff will be trained on what all the contract service requirements encompass, such as Premium Services. They will also have a ready reference, by street address, as to which areas are serviced on which days and holiday schedules. They will be trained on how to handle the required reporting to the City. Additionally, all customer service personnel receive periodic training in telephone courtesy and general customer service techniques.

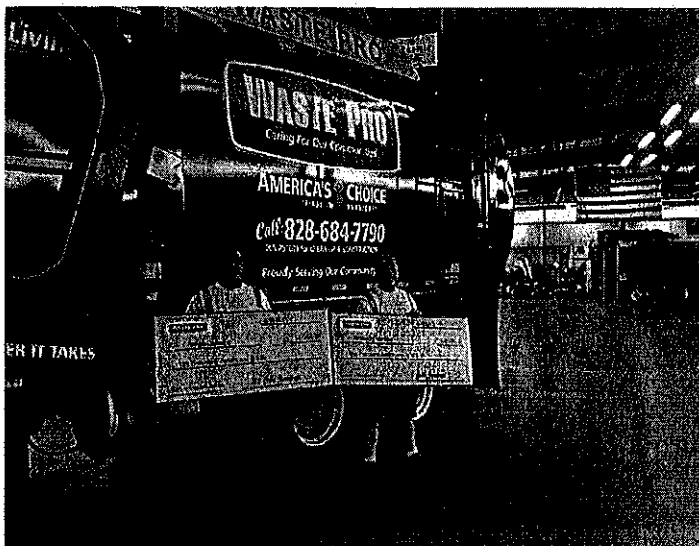
Environmental Training – The supervisors, mechanics, drivers and helpers are trained on how to respond to a spill of any type of potentially hazardous material. The most likely occurrence is the release of hydraulic fluid if a hose or fitting breaks. The initial containment of a spill is the responsibility of the employee at the site. Waste Pro's trucks have a spill containment kit on board, which consists of absorbent, bags and snake booms to prevent spread of the fluid and to collect it. Any spill requires notification to the route supervisor and district manager. Waste Pro's trucks have a protective armor over all the hydraulic lines to help prevent spills. Other likely spills are of anti-freeze and diesel fuel. The same procedures would occur.

Safety Bonus Program – Waste Pro has the only Safety Bonus Program of this extent in the waste collection industry.

\$10,000.00 Safety Performance Bonus

- Based on a CDL three year driving position
- Timely attendance
- No customer complaints
- No property damages
- No personal injuries
- No vehicle accidents

Some North Carolina Winners



Over one million dollars (\$1,000,000) has been awarded.



One of Waste Pro's DTC Driver Training Centers



trac EZ.

TRAC EZ-Waste Pro's method to 100% complaint resolution within 24 hours

TRAC EZ is an on-line web-based system that was created and designed to help municipalities like Mount Holly and Waste Pro to provide greater control and communication services to their residents. Streamlining and offering "Real Time" communication gives all parties the ability to resolve complaints and requests for services in an organized, timely and cost saving manner.

All complaints, compliments or requests are logged into our TRAC-EZ system and attached to the customer's account by our customer service reps. Any calls that come in when the local office is closed will be entered into TRAC-EZ within two hours after the office opens the next operating day.

- Because all parties have access to this online program, residents, business owners, Mount Holly staff and Waste Pro can access the information simultaneously to resolve issues or retrieve information. Additional benefits of this TRAC-EZ include:
- We provide this tracking system at no cost to the municipality through the <http://www.traceonline.com> website. This site allows the City Staff and Waste Pro supervisors to track any issues from the time they are registered to the time they are resolved.
- We can provide the City with customized reports for all issues and they will have full access to our tracking system through TRAC EZ. *See sample report at end of this section.*
- Easy comparison of information by the day, week, month and year
- Limits the follow up telephone calls because all parties are using the system. No expensive equipment is necessary for implementation. Login to the website is all that needs to be done.
- Our system also allows us to add notes from the drivers such as "cart blocked by car" or "recycling not out".
- We track our customer service history and have the ability to attach pictures to the customer's account. The City would also have access to these photos.

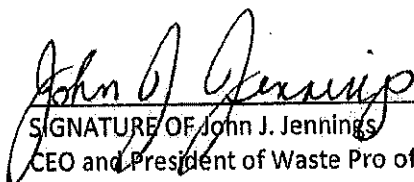
Customer Service is a priority with Waste Pro. It is at the core of our business and we have proven to our customers that we are the "**Distinguishable Difference**".

POWER OF ATTORNEY

This Power of Attorney made this 13 day of February 2019, I, John J. Jennings, CEO and President of Waste Pro of North Carolina, Inc., hereby appoint, Chip Gingles, to do, bind, and execute the following on behalf of Waste Pro of North Carolina, Inc.

1. Execute, bid, and deliver any documents related to RFP for City of Mount Holly, Collection and Disposal of Residential and Business Recyclable Materials, including any and all Addendums.
2. This Power of Attorney is intended to grant broad powers to Chip Gingles to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of North Carolina, Inc.



SIGNATURE OF John J. Jennings
CEO and President of Waste Pro of North Carolina, Inc.

Sworn to (or affirmed) and subscribed before me this 13 day of February 2019, by John J. Jennings.



(Signatory of Notary Public – State of Florida)



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X or produced Identification _____

Type of Identification Produced _____



NORTH CAROLINA

Department of the Secretary of State

CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

WASTE PRO OF NORTH CAROLINA, INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 25th day of September, 2009, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 13th day of February, 2019.

Elaine F. Marshall

Secretary of State

Business Corporation

Legal Name

Waste Pro of North Carolina, Inc.

Information

SosId: 1117030

Status: Current-Active

Annual Report Status: Current

Citizenship: Domestic

Date Formed: 9/25/2009

Fiscal Month: December

Registered Agent: CT Corporation System

Addresses

Reg Office

160 Mine Lake Ct Ste 200
Raleigh, NC 27615-6417

Reg Mailing

160 Mine Lake Ct Ste 200
Raleigh, NC 27615-6417

Mailing

2101 W Sr 434, 3rd Floor
Longwood, FL 32779-4994

Principal Office

2101 W SR 434, 3rd Floor
Longwood, FL 32779-4994

Officers

President

John J Jennings
2101 W SR 434, 3rd Floor
Longwood FL 32779

Secretary

Sean M Jennings
2101 W SR 434, 3rd Floor
Longwood FL 32779

Chief Financial Officer

Cort Sabina
2101 W SR 434, 3rd Floor
Longwood FL 32804

Stock

https://www.sosnc.gov/online_services/search/Business_Registration_Results

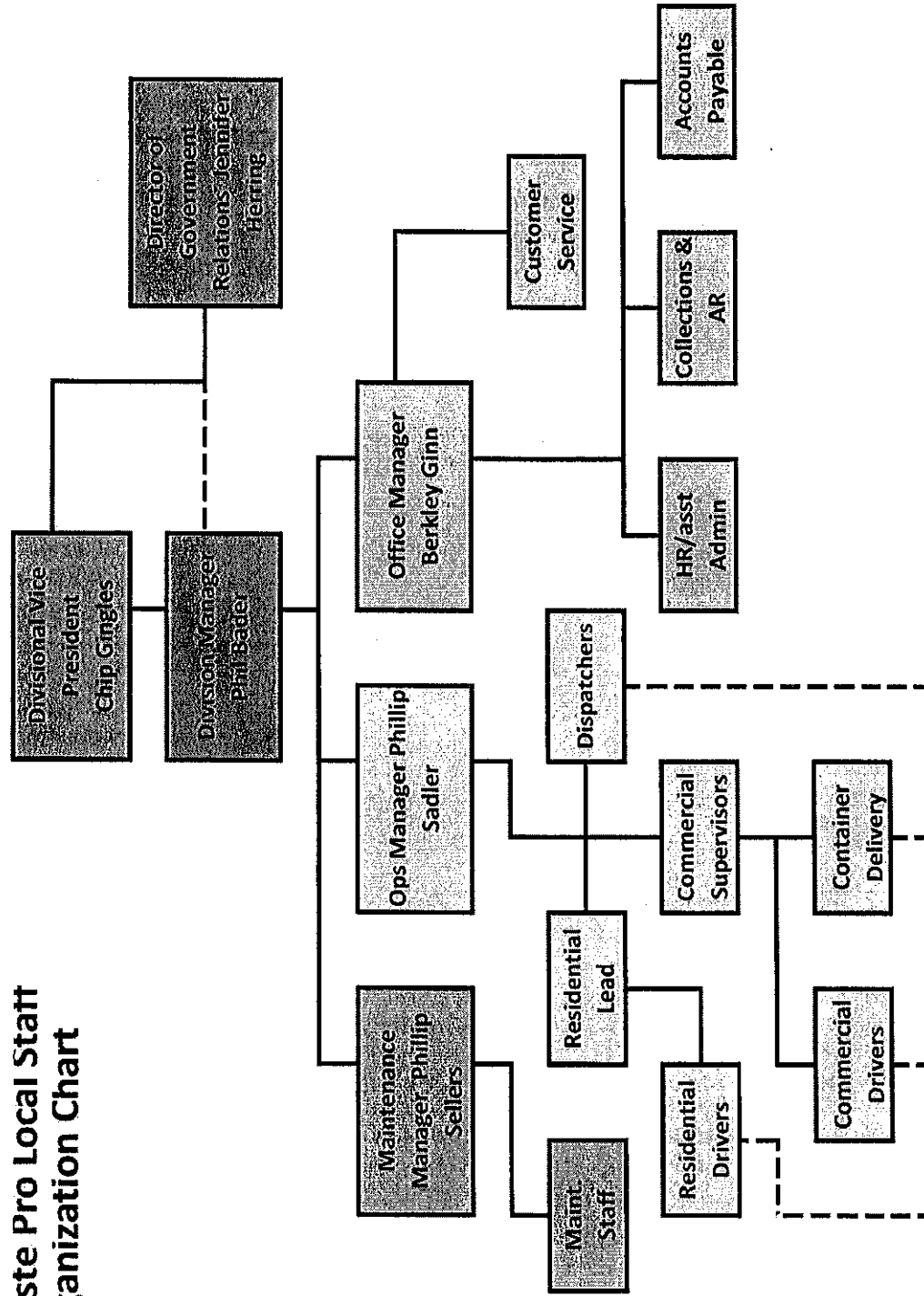
2/13/2019

Class: Common

Shares: 2000

No Par Value: Yes

Waste Pro Local Staff Organization Chart



Key Personnel Team

Chip Gingles – Divisional Vice President

Responsibilities – Coordinate Transition Team

Chip Gingles has nearly 20 years of experience in the waste industry. Chip began his career working for Republic Services in 1998, fulfilling various position including General Manager. In addition, he was a consultant to several companies looking to improve technology and operational efficiency. Chip's work has earned him several performance awards for exceeding both financial and operational metrics. Chip joined Waste Pro in 2015 as Division Manager of the Asheville facility. In 2017, Chip assumed the role of Solid Waste Manager for Buncombe County and returned to Waste Pro in 2018 as Divisional Vice President of North Carolina in Charlotte. He supervises 195 employees who operate 150 trucks, servicing more than 105,000 residential customers and approximately 5,000 commercial customers across the state. He is a native of Gaston County North Carolina.

Jennifer Herring – Director of Government Relations

Responsibilities – Main contact and line of communication during transition period and throughout the contract life.

Jennifer has more than 15 years of experience in the waste industry. She began her career in 2004 for Waste Management, fulfilling various positions.

Jennifer joined Waste Pro as Operations Manager in 2011. She was promoted to Division Manager in 2014 and managed the South Charlotte/Concord divisions. She oversaw more than 75 employees who operate 55 trucks each day, servicing approximately 62,000 residential customers and 2,500 commercial customers in the Charlotte metro area. Jennifer was promoted to Director of Government Relations in January 2019 and will oversee all municipal contracts for North and South Carolina. Throughout her time as part of the Waste Pro team, she has been instrumental in expanding the Charlotte customer base and developing relationships with key local officials and members of the business community.

Phil Bader – Division Manager

Responsibilities – Will supervise drivers, routing, scheduling, and all aspects of operational contact for this contract.

Phil Bader is currently the Division Manager for Waste Pro in Concord and Charlotte.

Phil joined the company in 2018 and brings 34 years of experience to the industry. He started as a Residential driver in 1985 and worked through all driver and management positions with Waste Management. He moved to the Charlotte area in 2008 when he accepted a position with a waste equipment company as a Fleet and Compliance manager. He resides in Fort Mill, SC with his family.

Contracts & References

Name: Town of Harrisburg

Contract Date: 11/1/2017

Contact: Lee Connor Jr. Finance Director

Address: 4100 Main Street, Suite 101, Harrisburg, NC 28075

Phone: 704-455-5614

Email: lconnor@harrisburgnc.org

Services Provided: Weekly Solid Waste, Bi-Weekly Single Stream Recycling, Weekly Bulk Waste and E-Waste. Yearly fee \$900,000. No unresolved claims or disputes.

Name: City of Monroe

Contract Date: 10/1/2012

Contact: Laurle Purcell, Solid Waste Coordinator

Address: 300 West Crowell, Monroe, NC 28112

Phone: 704-282-4565

Email: lpurcell@monroenc.org

Services Provided: Weekly Solid Waste, Bi-Weekly Single Stream Recycling, Bi Weekly Yard Waste and Bi-Weekly Bulk Waste. Yearly fee \$1,667,952.00. No unresolved claims or disputes.

Name: City of Belmont

Contract Date: 7/1/2011

Contact: David Isenhour, Director of Solid Waste

Address: 1401 Catawba Street, Belmont, NC 28012

Phone: 704-689-3501

Email: disenhour@cityofbelmont.org

Services Provided: Weekly Solid Waste, Bi-Weekly Single Stream Recycling, Bi-Weekly Yard Waste, Bi-

Weekly Bulk Waste, In Season Leaf Vacuum. Yearly fee \$588,000.00. No unresolved claims or disputes.

Name: City of Concord

Contract Date: 07/1/2011

Contact: Lonnie J Bulger, Project Manager

Address: 850 Warren C. Coleman Blvd., NC 28025

Phone: 704-920-5351

Email: bulgerl@concordnc.gov

Services Provided: Weekly Solid Waste, Bi-Weekly Single Stream Recycling, Weekly Bulk Waste and E-Waste Recycling. Yearly fee \$2,400,000.00. No unresolved claims or disputes.

Name: Bessemer City

Contract Date: 4/24/2012

Contact: James Inman, Town Manager

Address: 132 W Virginia St, Bessemer City, NC 28016

Phone: 704-629-5542

Email: jinman@bessemerncity.com

Services Provided: Weekly Solid Waste, Bi-Weekly Single Stream Recycling, Bulk Waste and E-Waste Recycling. Yearly fee \$300,000.00. No unresolved claims or disputes.



VILLAGE OF LAKE PARK

P.O. Box 219

Lake Park, North Carolina 28079

Office: 704-882-8657

Fax: 704-882-0524

February 20, 2019

Ms. Jennifer Herring
Waste Pro
185 Manor Avenue, SW
Concord, NC 28025

Re: Village of Lake Park

Dear Jennifer,

The Village of Lake Park is in the process of completing our first five year contract with Waste Pro. When the original RFP was put out to bid, one of the Village's biggest concerns was the lack of NCDOT streets and alleys through-out the Village which created the need for non-automated services. Through the years, Waste Pro has provided a premium weekly service (waste, recycle, yard debris and bulk) to the Village and has addressed any and all concerns that have arisen. In October, after extensive research, the Village Council decided to not put the waste collection contract out to bid due to the quality and customer service that Waste Pro provides. On February 14, 2019, the Village signed another five year contract with Waste Pro.

The Village of Lake Park appreciates the prompt and professional ways in which concerns are handled. The relationship between Waste Pro and Village is a team mentality. We work together to provide our residents with the best services available. Recycle is an evolving educational process for our residents as the market has dramatically changed over the last five years. Waste Pro has provided educational materials to help address the changing markets. The Village also appreciates Waste Pro providing receptacles for town sponsored events at no addition charge. For the Village of Lake Park, Waste Pro continues to exceed our expectations and provides us with a caliber of service that we can depend on.

Kindest Regards,

Cheri Clark
Village Administrator



635 Alfred Brown Jr Court SW, P.O. Box 308, Concord, NC 28026 – concordnc.gov

February 25, 2019

To Whom It May Concern:

Waste Pro has been a service provider for the City of Concord since July 1, 2011. Over the course of this service period, they have proven to be a contractor who is concerned about providing good customer service and quality service delivery. On many occasions they have "gone the extra mile" to make sure our citizens' collection needs are met.

Due to the complexities within the industry, municipalities need to be involved in good contractual relationships with quality service providers. The City of Concord considers Waste Pro to be a team player that consistently meets the challenges in this everchanging environment. Serious consideration should be given to Waste Pro by interested parties and municipalities seeking a quality Solid Waste service provider for their collections.

If you require more information, please feel free to contact me.

Respectfully,

Lonnie J. Bulger
Interim Solid Waste Director
Solid Waste Services
City of Concord
(704) 920 – 5371
bulgerl@concordnc.gov

Solid Waste & Recycling
Phone (704) 920-5361 • Fax (704) 795-0404



February 26, 2019

Miles Braswell, Assistant City Manager
City of Mount Holly — Streets and Solid Waste
P O Box 406
Mount Holly, NC 28120

Dear Mr. Braswell:

Waste Pro has been our solid waste and recycle provider since 2012. Their service and work has been unmatched in my years as a City Manager. They have been very professional and efficient in their service to Bessemer City. They invest in top quality equipment and our citizens appreciate that the trucks are clean and attractive. Our complaints versus our prior contractor have dropped 100% and if we have an issue Waste Pro is quick to respond to customer issues and try to resolve as quickly as possible. Because of the excellent service we have received, we entered into a seven-year contract in early 2018. In my many years as a City Manager I have worked with numerous waste and recycling providers and I have never met a group as dedicated as those as Waste Pro. I would be happy to meet with you and discuss my experience with these issues if you wish. I am at your service.

Sincerely,

James A. Inman

James A. Inman ICMA-CM
City Manager
City of Bessemer City

Company Policies pertaining to drugs, post accident screening & dress code.

Random Drug Testing: Waste Pro conducts random alcohol and drug testing on a certain percentage of its drivers per year regardless of their conduct. The testing is unannounced and the dates for administering the tests are spread reasonably throughout the calendar year.

Post Accident Alcohol/Drug Screen Policy: Waste Pro requires a drug and alcohol test on any driver whenever he/she is involved in an automobile accident resulting in a fatality. Testing is also required when the investigating officer issues a citation to the driver involved in the accident and the accident causes bodily injury requiring immediate treatment away from the accident scene or the accident causes disabling damage to any motor vehicle which must be towed from the scene.

Dress Code Policy: At Waste Pro we realize that first impressions are sometimes the only impression. Your image is important in forming the perceptions of our customers and the public. We not only represent the Waste Pro brand but in many cases the municipalities we serve. Customers are more likely to use a provider that makes them look good to their customers and residents. Our goal is to set the industry standard for professionalism.

Clothing: Waste Pro employees are expected to maintain a professional appearance at all times. Clothing should be job appropriate, neat, clean and in good repair. Soiled, stained or torn clothing is not acceptable. Additionally Drivers are required to wear Hi-Vis uniforms to promote safety.

Smoking and Tobacco Products: Effective January 1, 2014 Waste Pro is a smoke free workplace and the use of any tobacco products is prohibited on our properties or within our vehicles.

Jewelry: Jewelry is permitted to be worn only when it does not present a hazard to the employee. Any employee operating moving or rotating machinery shall not wear rings or bracelets. No jewelry that is offensive to other employees will be tolerated.

Hard Hats: Hard hats will be used when required while working outside a vehicle at landfills and at any industrial plant locations or at any other location where the wearing of a hard hat is required.

Eye and Face Protection: When required, safety glasses are to be used. All safety glasses must meet the requirements outlined in ANSI Z87.1-2010.

Foot Protection: Whenever any employee is working in an industrial environment that requires special foot protection, that employee shall wear the approved footwear. A minimum of a six inch boot will be worn while working on a Waste Pro truck. Foot wear must meet the ANSI .Z41 standard.





City of Mount Holly
Mount Holly City Council Meeting
Monday, April 8, 2019
Council Chambers
7:00 pm

Call to Order

Mayor Bryan Hough called the meeting to order at 7:00 pm. The following were present:

Mayor Bryan Hough	Danny Jackson, City Manager
Mayor Pro Tem Perry Toomey	Miles Braswell, Assistant City Manager
Councilwoman Carolyn Breyare	Ryan Baker, Fire Chief
Councilman Charles McCorkle	Tony Walker, Assistant Streets and Solid Waste Director
Councilman Jeff Meadows	Dave Johnson, Utilities Director/City Engineer
Councilman David Moore	Don Roper, Chief of Police
Councilwoman Lauren Shoemaker	Greg Beal, Planning Director
Kemp Michael, City Attorney	Africa Otis, Finance Director

Invocation

Reverend Shirley Canty of Burge Memorial Methodist Church gave the invocation.

Pledge of Allegiance

Boy Scout Troop 59 of the First United Methodist Church in Mount Holly led attendees in the Pledge of Allegiance.

SET THE AGENDA

Mayor Hough advised that #3 of Presentations should read Detective Baker. Also under Public Hearings, number's 3 and 4 need to be moved to numbers 1 and 2 and items 1 and 3 need to be moved to 3 and 4. With no additional changes to the agenda, Councilman Moore made a motion to approve the agenda as amended. Councilwoman Breyare seconded the motion. All council members voted in favor. (Motion carried)

CONSENT AGENDA

1. Approval of Petition to Close certain Right of Ways located near the Old Streets and Solid Waste Site and Approval of a Resolution to Call for a Public Hearing to hear comments in regard to closing said streets.
2. Call for a public hearing to amend Article 7 of the Zoning Ordinance, Special Requirement Notes to the Table of Uses, Note 25 Coexisting, Mobile and Temporary Uses
3. Call for a public hearing for a text amendment to amend Section 7, Signs, of the Downtown Development Manual to include all regulations for the B-1 Zoning District
4. Approval of a Resolution to Adopt the 2019 General Records Schedule for Local Government Agencies; Reaffirm that Portions of the Previously Adopted 2012 Schedule are still in Effect; and Adopt the City of Mount Holly Records Retention and Disposition Schedule for Municipalities concerning when Administrative Value Ends
5. Approval of the minutes of the March 11, 2019 Council Meeting
6. Approval of the minutes of the March 25, 2019 Council Work Session Meeting

Mayor Pro Tem Toomey made a motion to approve the consent agenda. Councilwoman Breyare seconded the motion. All Council Members present voted in favor. (Motion carried)

PRESENTATIONS

1. Presentation of a Resolution Honoring Les Miller Upon his Retirement
The Mayor and City Council honored Les Miller upon his retirement from American and Efrid.
2. Presentation of a Resolution to the Mount Holly Rotary Club Celebrating 75 Years

The Mayor and City Council presented the Mount Holly Rotary Club with a Resolution in celebration of their 75 years of service. President of the Rotary Club, James Allen accepted the award on behalf of the Club.

3. Recognition of Detective Baker for receiving his Advanced Certificate
Chief Roper recognized Detective Baker for achieving his Advanced Certificate.
4. Swearing In of Police Officers Aljir Barrett and Sean Helman
Mayor Hough administered the Oath of Office to new Mount Holly Police Officers Aljir Barrett and Sean Helman.
5. Swearing In of Fire Fighters Sam Rivers and Grant Roberts
Mayor Hough administered the Oath of Office to new Mount Holly Firefighters Sam Rivers and Grant Roberts.

PUBLIC HEARING

1. Public hearing regarding a Conditional District Rezoning of Gaston County Parcel ID# 220906 from R-1 Gaston County to Conditional District Single Family

Mr. Wilson advised that the applicant has agreed to all the recommendations made by the Planning Commission. All the conditions will be noted on the site plan.

At this time Councilman Moore made a motion to open the public hearing. Councilman Meadows seconded the motion. All Council Members present voted in favor. (Motion carried)

Lora Cloniger, 106 Green Acres—Ms. Cloniger commented that she purchased property in the county for acreage and privacy. She advised that she knew when she purchased the property that there would be the potential of development on this property some day. She is asking that her privacy be respected and as many trees be left as possible. She asked the Council to please vote against this proposed rezoning.

Terry Cloniger 106 Green Acres—Mr. Cloniger advised that he has lived beside this property all his life and is opposed to this subdivision coming in. He commented that the homes are going to be a cheaper slab home vs. a foundation home. Mr. Cloniger also commented on the individual lot sizes. He asked Council to please vote no to the proposed rezoning.

Michael Winningham 103 Cottonwood Drive—Mr. Winningham asked which side of the road is the taps going in and asked if there would be fire hydrants. He also commented on the traffic problems that will be caused by the potential development. He thanked Mr. Wilson for all his hard work and for answering all his questions. He advised that Mr. Wilson deserves a raise.

Susan Barsnica 150 Noles Drive—Ms. Barsnica came before the Council to ask for denial of the proposed subdivision. She advised that there are many concerns regarding the proposal. She advised that with the number of proposed homes stormwater will be a problem as well as an increase in traffic and the additional children in the school district will cause over-crowding in the schools. She added that the proposed property is farm land and she does not want to see the City take the property in the City and let it be developed

With no one else signed up to speak, Councilwoman Breyare made a motion to come out of the public hearing. Mayor Pro Tem Toomey seconded the motion. All Council Members voted in favor. (Motion carried)

The Developer, Bart Harper was present to answer questions from Council. There was discussion in regard to the water main taps, stormwater run off in the low density areas and fire hydrants. The Mayor and Council addressed the issue of the buffer along the property. Mr. Harper advised that City Code requires a 15% buffer and he has allowed 20% but Mr. Harper agreed to allow 40% to create a green space area and save more of the trees. The Mayor advised that the comment brought forward tonight needs to be addressed by both the City and the Developer. Therefore it was the consensus of Council to bring this item back for continued discussion at the April work session.

2. Public Hearing on the Question of Annexation for Gaston County Parcel ID: 220906

At this time Councilwoman Shoemaker made a motion to open the public hearing. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion carried)

Susan Barsnica 150 Noles Drive—Ms. Barsnica came before the Council to ask for denial of the proposed annexation. She shared her concern of the additional impact this proposed annexation/subdivision would have on the Police, Fire and First Responders.

With no one else signed up to speak, Councilwoman Breyare made a motion to come out of the public hearing. Mayor Pro Tem Toomey seconded the motion. All Council Members voted in favor. (Motion carried)

Mayor Hough advised that this item will be continues to the Work Session Meeting.

3. Public hearing regarding a Conditional District Rezoning of Gaston County Parcel ID# 178060 from R-8 Single Family/Conditional Use and Parcel ID# 178067 from RS-20 Gaston County to Conditional District Single Family

Mr. Wilson advised that the traffic issues have been addressed in the area and there will be turn lanes added.

At this time Councilwoman Shoemaker made a motion to open the public hearing. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion carried)

Susan Barsnica 150 Noles Drive—Ms. Barsnica came before the Council in regard to the proposed 15 foot buffer along the property line. She asked Council to consider increasing the buffer. She also commented on the traffic situation that will be caused by the proposed subdivision. She advised that traffic already comes through at high speeds and that will become worse with the additional homes in the area.

With no one else signed up to speak, Councilwoman Breyare made a motion to come out of the public hearing. Councilman McCorkle seconded the motion. All Council Members voted in favor. (Motion carried)

There was discussion among the Council in regard to fencing and the buffer. It was the consensus of Council to bring this back for consideration at the May Meeting.

4. Public Hearing on the Question of Annexation for Gaston County Parcel ID: 178060 and 178067

At this time Mayor Pro Tem Toomey made a motion to open the public hearing. Councilman McCorkle seconded the motion. All Council Members present voted in favor. (Motion carried)

Susan Barsnica 150 Noles Drive—Ms. Barsnica came before the Council to share her concerns about the increased development in the area. She also asked if the City's water and sewer system will be able to support this type development.

With no one else signed up to speak, Councilwoman Shoemaker made a motion to come out of the public hearing. Councilman Moore seconded the motion. All Council Members voted in favor. (Motion carried)

Council asked Mr. Johnson if he would supply the impact statement for the water and sewer system at the next meeting. Mr. Johnson agreed. This item is continued to the May Meeting.

5. Public hearing regarding a text amendment to Section 6, Table of Permitted and Special Uses of the Zoning Ordinance to prohibit certain uses in the B-1 district.

Mr. Livingston advised that staff is recommending to amend Section 6, Table of Permitted and Special Uses of the Zoning Ordinance to prohibit certain uses in the B-1 district. These changes promote the intent outlined in the recently adopted Strategic Visioning Plan.

At this time Councilman Meadows made a motion to open the public hearing. Councilwoman Breyare seconded the motion. All Council Members present voted in favor. (Motion carried)

With no one signed up to speak, Councilwoman Shoemaker made a motion to come out of the public hearing. Mayor Pre Tem Toomey seconded the motion. All Council Members voted in favor. (Motion carried)

Councilman Meadows made a motion to approve the text amendment to Section 6, Table of Permitted and Special Uses of the Zoning Ordinance to prohibit certain uses in the B-1 district. (Resolution #040819A) Councilman Moore seconded the motion. All Council Members voted in favor. (Motion carried)

6. Public Hearing on the Closing a Potion of Scott Street

At this time Councilman Moore made a motion to open the public hearing. Councilman Meadows seconded the motion. All Council Members present voted in favor. (Motion carried)

With no one signed up to speak, Councilman Meadows made a motion to come out of the public hearing. Councilwoman Shoemaker seconded the motion. All Council Members voted in favor. (Motion carried)

Councilwoman Breyare made a motion to approve close a portion of Scott Street (Resolution #04082019B) Mayor Pro Tem Toomey seconded the motion. All Council Members voted in favor. (Motion carried)

NEW BUSINESS

1. Consideration and Approval of the Codification of the Mount Holly City Code of Laws to include the Subdivision and Zoning Ordinances

Ms. Anders advised that over the past few years she has been working with staff on updates to certain sections of the City Code. Approval of the Codification would provide an updated version of the City Code with all the updated section included.

Councilwoman Breyare made a motion to approve the Codification of the Mount Holly City Code of Laws to include the Subdivision and Zoning Ordinances (Resolution # 04082019C)

Councilwoman Shoemaker seconded the motion. All Council Members voted in favor. (Motion carried)

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn. Councilman Moore made the motion to adjourn the April 8, 2019 Council Meeting. Mayor Pro Tem Toomey seconded the motion. All Council members present voted in favor. (Motion carried)

The meeting adjourned at 8:59 p.m.