



TOWN OF BLACK MOUNTAIN

Town Hall, 160 Midland Avenue, Black Mountain, NC 28711

Date: January 13, 2020 Time: 6:00 p.m.

Regular Session Agenda

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 **Conserve resources; print only when necessary.**

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the American with Disabilities Act (ADA). Hearing assistive devices are available at the door.

Should you need other assistance or accommodation for this meeting, please contact

Town Clerk Angela Reece at 419-9310, or by email at angela.reece@townofblackmountain.org

(828) 419-9300 / TDD (800) 735-2962

1. CALL TO ORDER

- Welcome
- Pledge of Allegiance
- Invocation – *Deacon Bobby Stafford, Mills Chapel Baptist Church*
- Announcements – *Mayor Don Collins*

2. PROCLAMATIONS, AWARDS & RECOGNITION

- A. MLK Proclamation
- B. Recognition of Black Mountain Police Officer

3. CITIZEN COMMENTS

Individuals wishing to address the Board are asked to sign in at the entrance to the board room, indicating the topic(s) or agenda item(s) you wish to discuss, so that the chair may group speakers according to topic. The chair will recognize individuals requesting to address the Board. **Comments by any one speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

- A. Library Board Annual Report – *Ron Sneed*
- B. United States Census 2020 – *Chuck McGraw*
- C. Fire Department Annual Report – *Scottie Harris, Fire Chief*
- D. Urban Forestry Commission Annual Report – *Sheridan Hill, Chair*

5. CONSENT AGENDA

All items on the consent agenda are considered routine, to be enacted by one motion without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the consent agenda and considered separately.

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA

January 13, 2020

A. Adoption of Minutes

Motion: *To adopt the minutes of November 4, 2019 (Agenda & Regular Session), November 26, 2019 (Special Call/Closed Session), December 5, 2019 (Agenda & Closed Session), December 9, 2019 (Regular Session), and December 12, 2019 (Special Call).*

B. Call for Public Hearing – Rezoning Portions of Flat Creek Road and Montreat Road from Suburban Residential (SR-2) to Town Residential (TR-4) of the following:

298 Flat Creek Road	0710-51-2184	7 Burgess Branch Road	0710-52-4028
302 Flat Creek Road	0710-51-3391	336 Flat Creek Road	0710-52-6344
304 Flat Creek Road	0710-51-3407	1204 Montreat Road	0710-53-8260
308 Flat Creek Road	0710-51-3519	99999 Flat Creek Road	0710-53-8028
310 Flat Creek Road	0710-51-3720	1158 Montreat Road	0710-53-7123
312 Flat Creek Road	0710-51-3850	1156 Montreat Road	0710-53-6085
99999 Flat Creek Road	0710-51-3837	1154 Montreat Road	0710-53-6021
314 Flat Creek Road	0710-51-3953	1152 Montreat Road	0710-52-5956
316 Flat Creek Road	0710-51-4858	1150 Montreat Road	0710-52-4879
1148 Montreat Road	0710-52-3883	1144 Montreat Road	0710-52-2768
1140 Montreat Road	0710-52-1628	1136 Montreat Road	0710-52-0566
1134 Montreat Road	0710-52-0453	1130 Montreat Road	0710-42-9288
1124 Montreat Road	0710-42-9124	1122 Montreat Road	0710-42-9013
1120 Montreat Road	0710-41-7958	12 Rushing Brook Lane	0710-41-8984
15 Rushing Brook Lane	0710-41-9858	99999 Flat Creek Road	0710-51-0195
299 Flat Creek Road	0710-51-0292	99999 Flat Creek Road	0710-51-0370
303 Flat Creek Road	0710-51-0347	4 Carefree Lane	0710-51-0472
99999 Flat Creek Road	0710-41-9413	12 Carefree Lane	0710-41-9458
7 Carefree Lane	0710-51-1502	11 Carefree Lane	0710-41-9548
309 Flat Creek Road	0710-51-1624	20 Cool River Drive	0710-41-9697
311 Flat Creek Road	0710-51-1718	313 Flat Creek Road	0710-51-1985
99999 Montreat Road	0710-52-0085	321 Flat Creek Road	0710-52-2123

Motion: *To call for a public hearing to rezone portions of Flat Creek and Montreat Road from SR-2 (suburban residential) to TR-4 (town residential) to be held on Monday, February 10, 2020, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

C. Call for Public Hearing – Rezoning of 1068 Old US 70 Hwy from OI-6 (office and institutional) to HB-8 (highway business)

Motion: *To call for a public hearing to rezone 1068 Old US 70 Hwy (PIN #0609-53-4523.00000) from OI-6 (office and institutional) to HB-8 (highway business) to*

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA

January 13, 2020

be held on Monday, February 10, 2020, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

- D. Call for Public Hearing – Rezoning 1114 Montreat Road from SR-2 (suburban residential) to UR-8 (urban residential) PIN #0710-41-7795.00000**

Motion: *To call for a public hearing to rezone 1114 Montreat Road from SR-2 (suburban residential) to UR-8 (urban residential) to be held on Monday, February 10, 2020, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

Consent Motion: *To approve consent items A-D as presented.*

6. CITIZEN COMMENTS

*The chair will recognize individuals requesting to address the Board regarding the specific New Business or Unfinished Business items below. Comments by any one **speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.*

7. UNFINISHED BUSINESS –NONE

8. NEW BUSINESS

- A. Historic Preservation Commission – (1) unexpired term ending June 30, 2020
AND (1) unexpired term ending June 30, 2022**

3 applicants: **Ron Collins** (new applicant applying for 1st full term)
 James Fuller (new applicant applying for 1st full term)
 Shawn Slome (new applicant applying for 1st full term)

Nomination: _____

Motion: *To appoint _____ to fill an **unexpired term** ending June 30, 2020.*

Nomination: _____

Motion: *To appoint _____ to fill an **unexpired term** ending June 30, 2022.*

TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA
January 13, 2020

B. Urban Forestry Commission – (1) unexpired term ending June 30, 2020

1 applicant: Rod Allan (new applicant applying for 1st full term)

Nomination: _____

Motion: *To appoint _____ to fill an unexpired term ending June 30, 2022.*

C. Ordinance to adopt Title VI Plan

#O-20-02

Motion: *To approve Ordinance No. 0-20-02 to adopt a Title VI plan for the Town of Black Mountain, defining unlawful discrimination under Title VI, when Title VI applies, and procedures for reporting violations and enforcing the requirements of Title VI.*

D. NC Highway 9 Sidewalk Construction Contract Approval

Motion: *To award contract for NC Highway 9 sidewalk construction to Southern Appalachian Grading and Excavating, Inc. in the amount of \$125,240.*

E. Vance Ave Traffic

9. PUBLIC HEARING

The chair will recognize individuals requesting to address the Board regarding the specific topic of the public hearing. Public hearing comments by any on speaker shall be limited to ten (10) minutes. The Mayor reserves the right to alter time limits and other rules of procedure at the beginning of each Public Hearing.

A. Public Hearing – Traffic Impact Analysis Ordinance #O-20-01

Motions:

1. To open the public hearing for Ordinance **#O-20-01** for amendments for traffic impact analysis.
2. To close the public hearing.
3. To adopt the Statement of Consistency as presented [or as amended].
4. To adopt **Ordinance #O-20-01** as presented [or as amended].

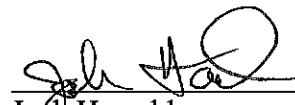
TOWN OF BLACK MOUNTAIN- REGULAR SESSION AGENDA
January 13, 2020

10. COMMUNICATION FROM STAFF

- A. Town Attorney – Ron Sneed
- B. Town Manager – Josh Harrold

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

12. ADJOURNMENT



Josh Harrold
Town Manager



Proclamation

Honoring Dr. Martin Luther King, Jr.

WHEREAS, Dr. Martin Luther King, Jr. inspired millions of Americans to participate in non-violent protests to support the ideals of equality for all and was a motivating force behind a civil rights movement that had as its goal the creation of a society tolerant of all races, cultures and nationalities; and

WHEREAS, the ideals of Dr. King and of Black Mountain's commitment to human rights are worthy of reflection and serve as a reminder that improving the quality of life for all members of our community is a responsibility of every citizen, and

WHEREAS, the celebration of Dr. King's birthday is intended as a time for all Americans to reaffirm their commitment to the basic principles that underlie our Constitution- equality and justice for all; and

WHEREAS, the Town of Black Mountain encourages all citizens to rededicate themselves to the principles of respect for human rights and freedom, of belief in non-violence, and of commitment to improving our community through community service and volunteerism.

NOW, THEREFORE, I, Don Collins, Mayor of the Town of Black Mountain, on behalf of the Board of Aldermen and the citizens of Black Mountain, wish to honor and do hereby proclaim **Monday, January 13, 2020** as

"DR. MARTIN LUTHER KING, JR. DAY"

The Town of Black Mountain will honor Dr. Martin Luther King, Jr. at the 30th Annual Swannanoa Valley Prayer Breakfast, **Saturday, February 8, 2020 9:00 a.m.** at Camp Dorothy Walls, Black Mountain hosted by the local Martin Luther King, Jr. Memorial Corporation.

Each year scholarships are awarded to local recipients who have applied and made it through the selection process. The challenge that the scholarship pose include critical thinking and compassionate actions.

SIGNED this 13th day of January 2020.



Don Collins, Mayor

Attest:

Angela L. Reece, Town Clerk

**TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: January 13, 2020**

SUBJECT: Call for Public Hearing to Rezone Portions of Flat Creek Road and Montreat Road from Suburban Residential (SR-2) to Town Residential (TR-4)

AGENDA INFORMATION

Agenda Location:	CONSENT AGENDA
Item Number:	5B
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: The Planning Board evaluated a large area of Flat Creek and Montreat Road to be rezoned to better meet the conditions that are currently on the ground. The Planning Board held a community meeting with owners in the proposed area and there was wide support for the TR-4 zoning district. The Planning Board received the application at their December 16, 2020 meeting and voted 5 to 0 to recommend the rezoning to the Board of Aldermen.

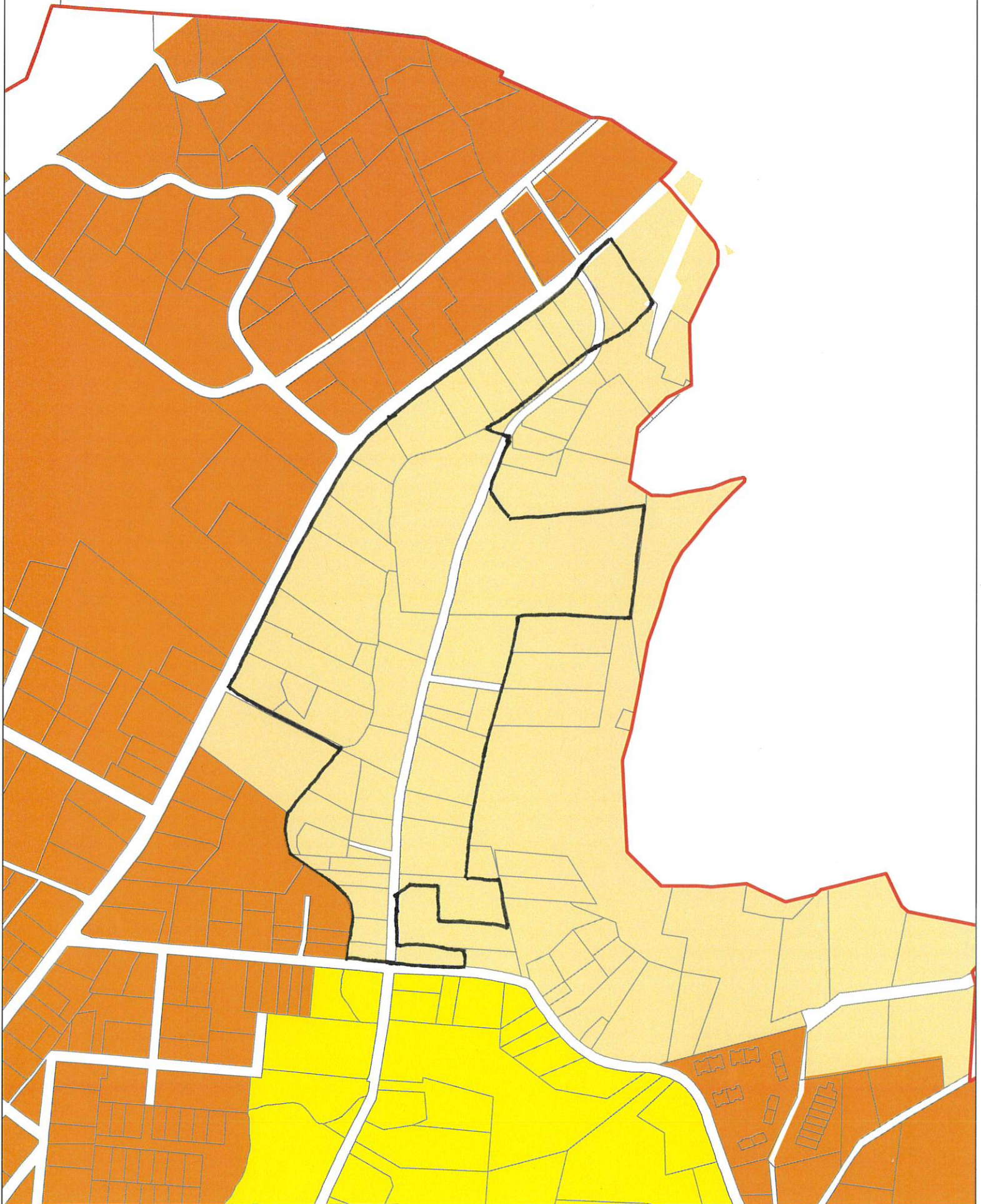
MOTION FOR CONSIDERATION: To call for a public hearing to rezone portions of Flat Creek and Montreat Road from SR-2 (suburban residential) to TR-4 (town residential) to be held on Monday, February 10, 2020, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

FUNDING SOURCE: N/A

ATTACHMENTS: Statement of Consistency, Rezoning Area Map

MANAGER'S COMMENTS AND RECOMMENDATIONS: To call for the public hearing to be held at the next regularly scheduled meeting on Monday, February 10, 2020, or as soon thereafter as possible.

Flat Creek and Montreat Road Rezoning Area



**A STATEMENT OF CONSISTENCY TO REZONE PORTIONS OF FLAT CREEK
ROAD AND MONTREAT ROAD FROM SUBURBAN RESIDENTIAL TO TOWN
RESIDENTIAL**

BE IT ORDAINED by the Board of Aldermen for the Town of Black Mountain, North Carolina, that they adopt the following STATEMENT OF CONSISTENCY;

WHEREAS, when the Board of Aldermen adopted the Town of Black Mountain Code of Ordinances, the Planning Board committed to reviewing these regulations in order to improve their application to our community and context; and

WHEREAS, in accordance with the provisions of North Carolina General Statute §160A-383, it is determined that the adoption of the recommended rezoning is consistent with vision statement seven of the adopted 2014 Comprehensive Plan and the 2008 adopted Comprehensive Pedestrian Plan; and

WHEREAS, the Board of Aldermen find, that the proposed rezoning is consistent with current state regulations and find that this recommendation promotes the general welfare and is in keeping with good zoning practice; and

WHEREAS, the Board of Aldermen find that the proposed rezoning is reasonable as the changes in zoning will not be incongruous with the surrounding character of the neighborhood and that there are minor differences in the two zoning districts

BE IT ORDAINED by the Board of Aldermen for the Town of Black Mountain, North Carolina, that the rezoning for portions of Flat Creek Road and Montreat Road (as identified below) from suburban residential to town residential is consistent with the Town's 2014 Comprehensive Plan and 2008 Comprehensive Pedestrian Plan.

298 Flat Creek Road	0710-51-2184	7 Burgess Branch Road	0710-52-4028
302 Flat Creek Road	0710-51-3391	336 Flat Creek Road	0710-52-6344
304 Flat Creek Road	0710-51-3407	1204 Montreat Road	0710-53-8260
308 Flat Creek Road	0710-51-3519	99999 Flat Creek Road	0710-53-8028
310 Flat Creek Road	0710-51-3720	1158 Montreat Road	0710-53-7123
312 Flat Creek Road	0710-51-3850	1156 Montreat Road	0710-53-6085
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314 Flat Creek Road	0710-51-3953	1152 Montreat Road	0710-52-5956
316 Flat Creek Road	0710-51-4858	1150 Montreat Road	0710-52-4879
1148 Montreat Road	0710-52-3883	1144 Montreat Road	0710-52-2768
1140 Montreat Road	0710-52-1628	1136 Montreat Road	0710-52-0566
1134 Montreat Road	0710-52-0453	1130 Montreat Road	0710-42-9288
1124 Montreat Road	0710-42-9124	1122 Montreat Road	0710-42-9013
1120 Montreat Road	0710-41-7958	12 Rushing Brook Lane	0710-41-8984
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311 Flat Creek Road	0710-51-1718	313 Flat Creek Road	0710-51-1985
99999 Montreat Road	0710-52-0085	321 Flat Creek Road	0710-52-2123

READ, APPROVED AND ADOPTED this 10th day of February, 2020, by a vote of _____ to _____.

Donald Collins, Mayor

Josh Harrold, Town Manager

ATTEST:

Angela Reece, Town Clerk

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: January 13, 2020

SUBJECT: Call for Public Hearing to Rezone 1068 Old US 70 Hwy from OI-6 (office and institutional) to HB-8 (highway business)

AGENDA INFORMATION

Agenda Location:	CONSENT AGENDA
Item Number:	5C
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: The owner of 1068 Old US 70 Hwy has requested that their property located at 1068 Old US 70 Hwy be rezoned from OI-6 (office and institutional) to HB-8 (highway business). The property sits at the corner of Old US 70 Hwy and Tabernacle road and abuts and is adjacent to other highway business zoned properties. The property is .64 acres and rezoning would give the owner the opportunity to get one additional lot if they chose to subdivide. The Planning Board heard this request at their December 16, 2019 meeting and voted 4 to 1 to recommend the rezoning request to the Board of Aldermen

The property is as follows:
1068 Old US 70 Hwy – PIN #0609-53-4523.00000

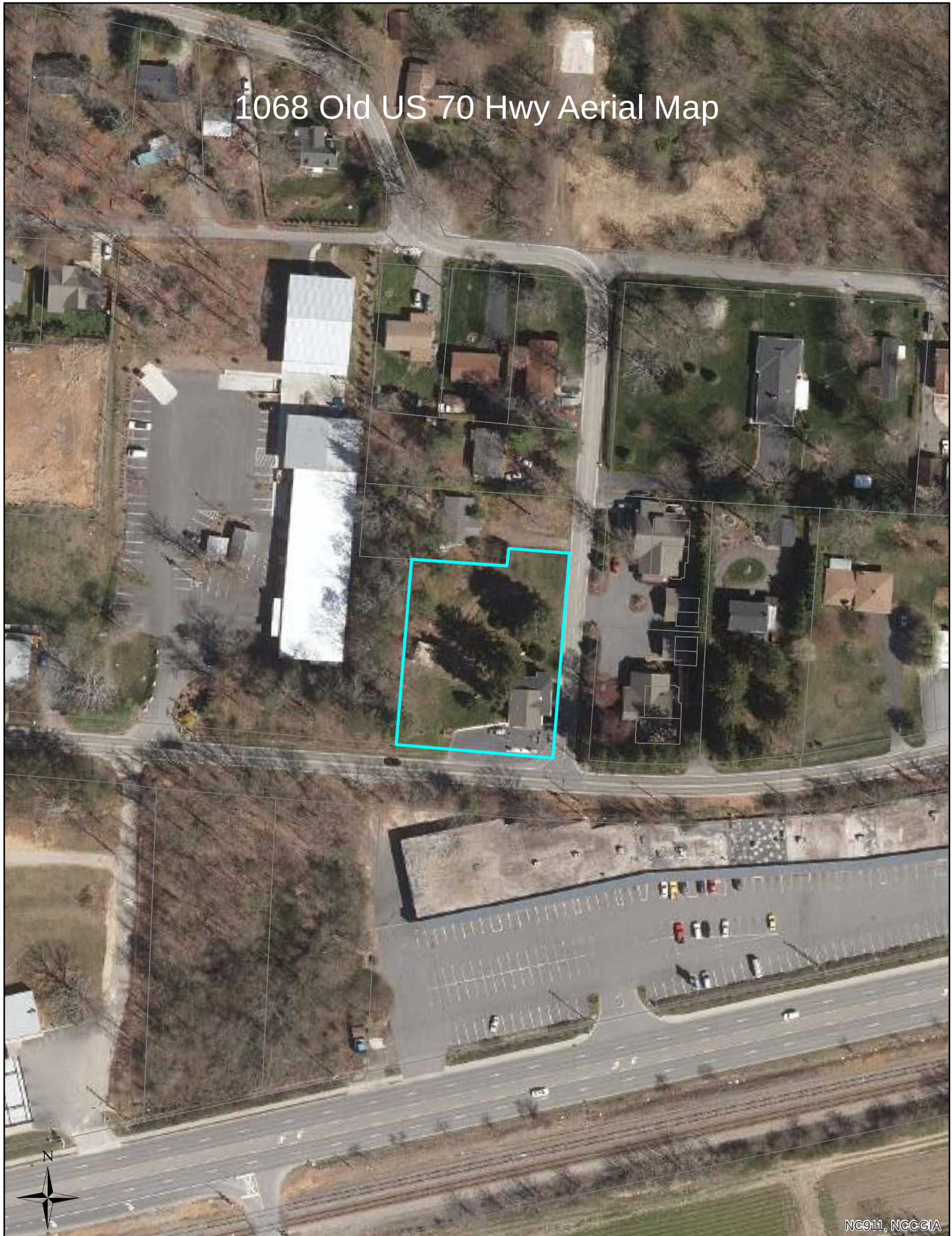
MOTION FOR CONSIDERATION: To call for a public hearing to rezone 1068 Old US 70 Hwy (PIN #0609-53-4523.00000) from OI-6 (office and institutional) to HB-8 (highway business) to be held on Monday, February 10, 2020, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

FUNDING SOURCE: N/A

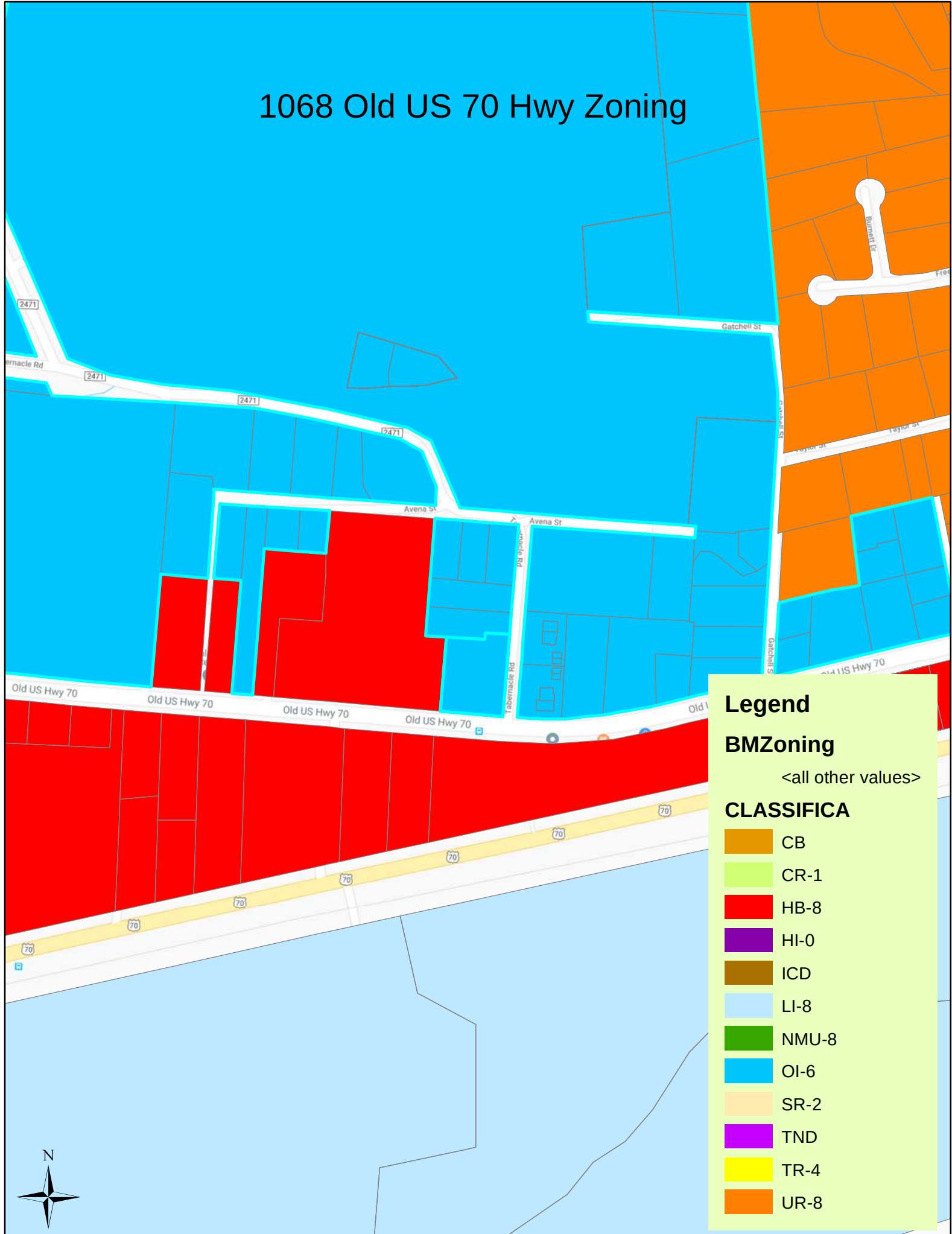
ATTACHMENTS: Statement of Consistency, Zoning Map, Aerial Map

MANAGER’S COMMENTS AND RECOMMENDATIONS: To call for the public hearing to be held at the next regularly scheduled meeting on Monday, February 10, 2020, or as soon thereafter as possible.

1068 Old US 70 Hwy Aerial Map



1068 Old US 70 Hwy Zoning



**A STATEMENT OF CONSISTENCY TO REZONE 1068 OLD US 70 HIGHWAY FROM
OFFICE AND INSTITUTIONAL TO HIGHWAY BUSINESS**

BE IT ORDAINED by the Board of Aldermen for the Town of Black Mountain, North Carolina, that they adopt the following STATEMENT OF CONSISTENCY;

WHEREAS, when the Board of Aldermen adopted the Town of Black Mountain Code of Ordinances, the Planning Board committed to reviewing these regulations in order to improve their application to our community and context; and

WHEREAS, in accordance with the provisions of North Carolina General Statute §160A-383, it is determined that the adoption of the recommended rezoning is consistent with vision statement seven of the adopted 2014 Comprehensive Plan and the 2008 adopted Comprehensive Pedestrian Plan; and

WHEREAS, the Board of Aldermen find, that the proposed rezoning is consistent with current state regulations and find that this recommendation promotes the general welfare and is in keeping with good zoning practice; and

WHEREAS, the Board of Aldermen find that the proposed rezoning is reasonable as the changes in zoning will not be incongruous with the surrounding character of the neighborhood and that there are minor differences in the two zoning districts

BE IT ORDAINED by the Board of Aldermen for the Town of Black Mountain, North Carolina, that the rezoning for 1068 Old US 70 Highway from office and institutional to highway business is consistent with the Town's 2014 Comprehensive Plan and 2008 Comprehensive Pedestrian Plan.

READ, APPROVED AND ADOPTED this 10th day of February, 2020, by a vote of _____ to _____.

Donald Collins, Mayor

Josh Harrold, Town Manager

ATTEST:

Angela Reece, Town Clerk

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: January 13, 2020

SUBJECT: Call for Public Hearing to Rezone 1114 Montreat Road from SR-2 (suburban residential) to UR-8 (urban residential)

AGENDA INFORMATION

Agenda Location:	CONSENT AGENDA
Item Number:	5D
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: The owners of 1114 Montreat Road have requested that their property located at 1114 Montreat Road be rezoned from SR-2 (suburban residential) to UR-8 (urban residential). The property abuts and is adjacent to other urban residential zoned properties. The difference in uses between districts is comparable and while it would allow more density, the property is encumbered by sewer lines, a stream, floodway and floodplain. The Planning Board heard this request at their December 16, 2019 meeting and voted 5 to 0 to recommend the rezoning request to the Board of Aldermen.

The property is as follows:
1114 Montreat Road – PIN #0710-41-7795.00000

MOTION FOR CONSIDERATION: To call for a public hearing to rezone 1114 Montreat Road (PIN #0710-41-7795.00000) from SR-2 (suburban residential) to UR-8 (urban residential) to be held on Monday, February 10, 2020, at 6:00 p.m., or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.

FUNDING SOURCE: N/A

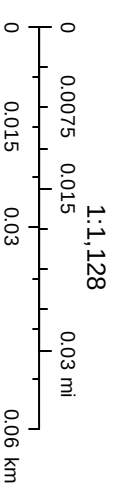
ATTACHMENTS: Statement of Consistency, Zoning Map, Aerial Map

MANAGER’S COMMENTS AND RECOMMENDATIONS: To call for the public hearing to be held at the next regularly scheduled meeting on Monday, February 10, 2020, or as soon thereafter as possible.

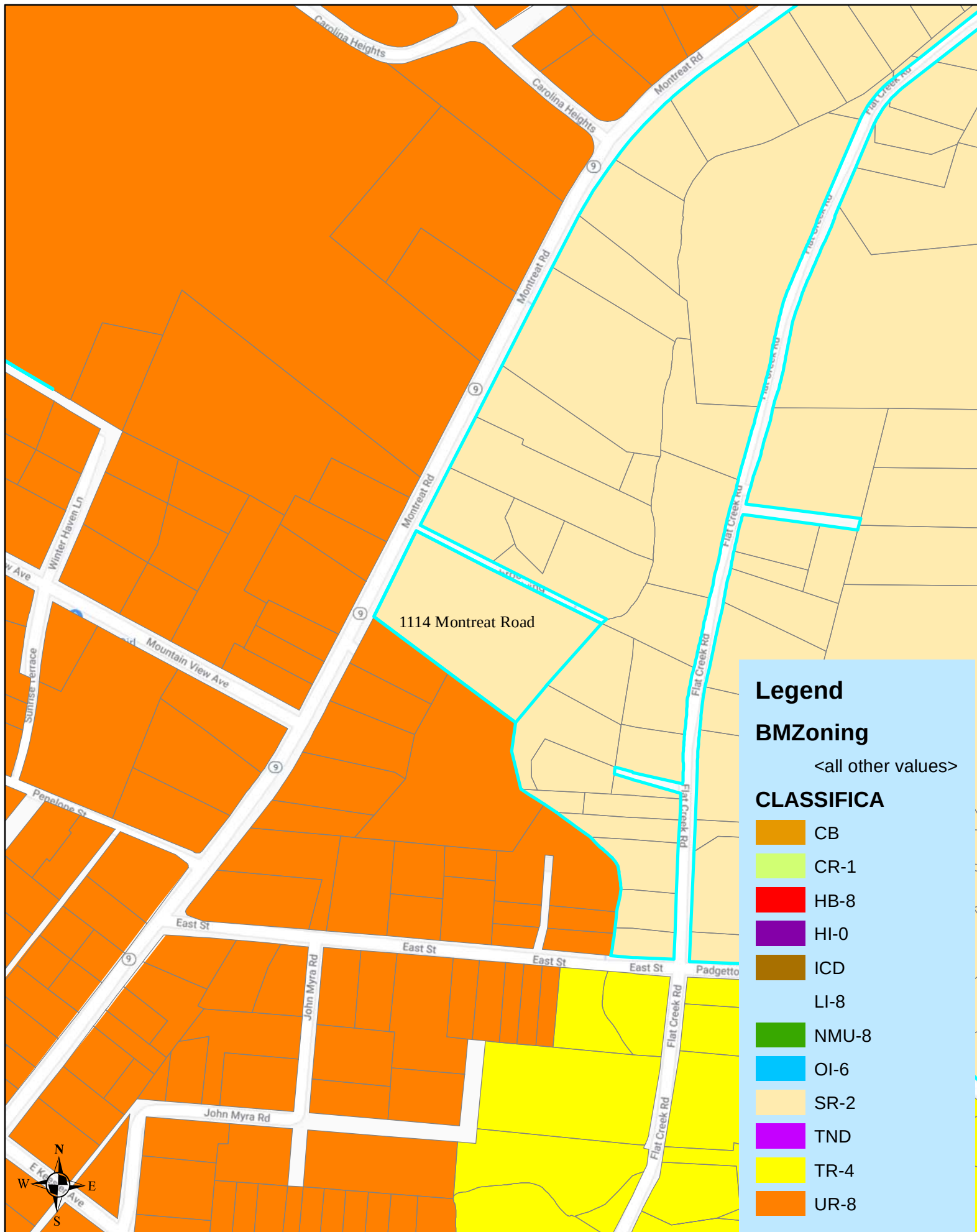
Buncombe County



November 25, 2019



1114 Montreat Road Zoning Classification



**A STATEMENT OF CONSISTENCY TO REZONE 1114 MONTREAT ROAD FROM
SUBURBAN RESIDENTIAL TO URBAN RESIDENTIAL**

BE IT ORDAINED by the Board of Aldermen for the Town of Black Mountain, North Carolina, that they adopt the following STATEMENT OF CONSISTENCY;

WHEREAS, when the Board of Aldermen adopted the Town of Black Mountain Code of Ordinances, the Planning Board committed to reviewing these regulations in order to improve their application to our community and context; and

WHEREAS, in accordance with the provisions of North Carolina General Statute §160A-383, it is determined that the adoption of the recommended rezoning is consistent with vision statement seven of the adopted 2014 Comprehensive Plan and the 2008 adopted Comprehensive Pedestrian Plan; and

WHEREAS, the Board of Aldermen find, that the proposed rezoning is consistent with current state regulations and find that this recommendation promotes the general welfare and is in keeping with good zoning practice; and

WHEREAS, the Board of Aldermen find that the proposed rezoning is reasonable as the changes in zoning will not be incongruous with the surrounding character of the neighborhood and that there are minor differences in the two zoning districts

BE IT ORDAINED by the Board of Aldermen for the Town of Black Mountain, North Carolina, that the rezoning for 1114 Montreat Road from suburban residential to urban residential is consistent with the Town's 2014 Comprehensive Plan and 2008 Comprehensive Pedestrian Plan.

READ, APPROVED AND ADOPTED this 10th day of February, 2020, by a vote of _____ to _____.

Donald Collins, Mayor

Josh Harrold, Town Manager

ATTEST:

Angela Reece, Town Clerk

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: January 13, 2020

SUBJECT: Ordinance to adopt Title VI Plan #O-20-02

AGENDA INFORMATION

Agenda Location:	NEW BUSINESS
Item Number:	8C
Department:	Building, Planning and Zoning Services Department
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Currently the Town has no ordinances or plan to establish when Title VI requirements prohibiting discrimination are applicable, policy concerning discrimination under Title VI, or procedures for identifying and reporting violations. The proposed Title VI Plan is designed to fulfill that need.

MOTION FOR CONSIDERATION: To approve Ordinance No. 0-20-02 to adopt a Title VI plan for the Town of Black Mountain, defining unlawful discrimination under Title VI, when Title VI applies, and procedures for reporting violations and enforcing the requirements of Title VI.

FUNDING SOURCE: N/A

ATTACHMENTS: Proposed Ordinance # 0-20-02 and Title VI Plan.

MANAGER'S COMMENTS AND RECOMMENDATIONS: To adopt the ordinance and to adopt the Title VI Plan as presented.

ORDINANCE NO. #O-20-02

AN ORDINANCE TO ADOPT A TITLE VI PLAN FOR THE TOWN OF BLACK MOUNTAIN TO PROHIBIT DISCRIMINATION ON PROJECTS AND IN ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

WHEREAS, in 1964, Congress enacted the Civil Rights Act of 1964, which included that section labeled Title VI which prohibits discrimination in any activity which is financed by federal funds or receives federal financial assistance; and

WHEREAS, since the adoption of Title VI, additional federal regulations and court decisions have further refined the definition of “federal financial assistance” and what entities are affected and controlled by Title VI; and

WHEREAS, the Town of Black Mountain has no formal policy or plan for defining and preventing discrimination in the activities and for the entities Title VI affects; and

WHEREAS, the interpretation and application are not intuitive or readily understood, requiring an understanding of what “federal financial assistance” might be in any particular situation and what persons or entities must comply with Title VI; and

WHEREAS, a written plan, policy and procedure for reporting violations will provide guidelines for the Town, Town departments, and private persons and companies doing business with the Town and receiving federal financial assistance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Black Mountain that the attached “Title VI Plan January 13, 2020” is hereby adopted as the official plan of the Town for identifying, applying, reporting and enforcing Title VI of the Civil Rights Act of 1964.

READ, APPROVED AND ADOPTED by a vote of _____ to _____ this the 13th day of January, 2020.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Assistant to Manager/Town Clerk

Town of Black Mountain

Title VI Plan

January 13, 2020

DRAFT

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Introduction

The Town of Black Mountain has adopted this Title VI Plan to ensure that the Town is in compliance with the provisions of Title VI of the Civil Rights Act of 1964. Title VI prohibits discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency. Discrimination on the basis of gender, age, and disability is prohibited under related statutes. These Presidential Executive Orders and the related statutes fall under the umbrella of Title VI.

Federal-aid recipients, subrecipients and contractors are required to prevent discrimination and ensure nondiscrimination in all of their programs, activities and services whether these programs, activities and services are federally funded or not. The Town of Black Mountain Planning Director is responsible for providing leadership, direction and policy to ensure compliance with Title VI and environmental justice principles.

Title VI is a mechanism that directs the federal financial assistance, which drives or promotes economic development. By legislative mandate, Title VI examines the following public policy issues:

- Accessibility for all persons
- Accountability in public funds expenditures
- Disparate impact
- Economic empowerment
- Environmental justice
- Infrastructure development
- Minority participation in decision making
- Program service delivery
- Public and private partnerships built in part or whole with public funds
- Site and location of facilities

Title VI was enacted to ensure equal distribution of federal funds regardless of race, color, or national origin. Because of this, Title VI:

- Encourages the participation of minorities as members of planning or advisory bodies for programs receiving federal funds
- Prohibits discriminatory activity in a facility built in whole or part with federal funds
- Prohibits entities from denying an individual any service, financial aid, or other benefit because of race, color, or national origin
- Prohibits entities from providing a different service or benefit, or providing these in a different manner from those provided to others under the program
- Prohibits entities from requiring different standards or conditions as prerequisites for serving individuals
- Prohibits locating facilities in any way that would limit or impede access to a federally funded service or benefit

- Prohibits segregation or separate treatment in any manner related to receiving program services or benefits
- Requires assurance of nondiscrimination in purchasing of services
- Requires entities to notify the respective population about applicable programs
- Requires information and services to be provided in languages other than English when significant numbers of beneficiaries are of limited English speaking ability

Any Black Mountain resident who has experienced discrimination or harassment or have a human rights concern, may file a discrimination complaint with the Town.

Non-discrimination Policy, Appendix A

The Town, includes in this plan, the adoption of a non-discrimination policy. This policy is therefore adopted by the Town as part of the Title VI Plan.

Non-discrimination Notice, Appendix B

The Town uses the general non-discrimination policy to reflect the adopted policy and support all activities and services provided by the Town of Black Mountain

Equal Employment Opportunity Statement, Appendix C

This statement is included on the Town's job application forms.

Additional Authorities in Summary

The Town of Black Mountain establishes the Title VI plan not only on the adoption of a local policy, but by long standing federal law.

Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352 (1964), codified as 42 U.S.C. §§2000d through 2000d-4]:

Title VI of the Civil Rights Act of 1964 prohibits the discrimination in, or the denial of benefits under, any program or activity receiving federal financial assistance on grounds of race, color or national origin.

The Civil Rights Restoration Act of 1987, [Pub. L. 100-259, Sec. 6 (1988), codified as 42 U.S.C. §2000d-4a] :

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs or activities of federal aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Federal Aid Highway Act of 1973, [Pub. L. 93-87 (1973), codified as 23 U.S.C. §324]:

The Federal Aid Highway Act of 1973 provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

Age Discrimination Act of 1975, [Pub. L. 94-135 (1975), codified as 42 U.S.C. §6102]:

The Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

Americans with Disabilities Act of 1990, Subchapter 2, Part A [Pub. L. 101-336 (1990); codified as 42 U.S.C. §§12131-12134]:

The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a state or a local government.

Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112 (1973), codified as 29 U.S.C. §794]:

Section 504 of the Rehabilitation Act of 1973 provides that no qualified handicapped person, shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

23 CFR Part 200:

23 CFR 200 are administration regulations promulgated by the Federal Highway Authority that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

49 CFR Part 21:

49 CFR 21 are administration regulations promulgated by the US Department of Transportation that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

Executive Order No. 12898:

Executive Order 12898 regards federal actions to address Environmental Justice in minority populations and low income populations. (Environmental justice seeks equal protection from environmental and public health hazards for all people regardless of race, income, culture and social class. Additionally, environmental justice means that no group of people including racial, ethnic or socioeconomic groups should bear a disproportionate share of the negative environmental consequences resulting from industrial, land-use planning and zoning, municipal

and commercial operations or the execution of federal, state, local and municipal program and policies).

Executive Order No. 13166:

Executive Order 13166 regards the improvement of access to services for persons with Limited English Proficiency.

Definitions

As used in this Title VI Plan, the following mean:

Affected Parties: persons protected against discrimination because of race, color, national origin, sex, age, disability, or income by the Title VI Requirements, and the Town of Black Mountain's Non-Discrimination Policy.

Contractor: a person or entity who has entered into an agreement with the Town that is subject to the Title VI Requirements.

LEP Program: the Limited English Proficient program established by the Town to assist individuals who do not speak English as their primary language, and who therefore have limited ability to read, speak, or understand the English language and connect with Town government and assist with needed services.

Locating and siting actions: a recommendation by Town staff or decision by the Town staff or the Town Council that will result in the construction of a public facility that could have adverse environmental impacts on the surrounding area.

Meaningful access: the provision of communicative assistance by the Town necessary to allow affected persons to participate in governmental services/activities.

Proposed Project: a project that receives federal funds and is subject to the Title VI Requirements.

Subrecipient: a person or entity that receives federal funds from the Town to be used by the entity to further the objectives of the federal grant. The Town is the recipient of the grant, and the person or entity is a subrecipient of those grant funds. An example of a subrecipient relationship would be where the Town grants federal funds to a non-profit corporation that the corporation uses to provide assistance for low-income households to pay utility bills.

Title VI Assurances: conditions imposed upon contractors or subrecipients as a result of federal funding being directly or indirectly provided to the contractor or subrecipient.

Title VI Requirements: the nondiscrimination provisions contained in Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of

1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166.

Title VI Staffing and Organization for Implementation

Town Manager

The Town Manager is ultimately responsible for ensuring the Town's compliance with Title VI Requirements, including, but not limited to, monitoring Town programs, preparing required reports and undertaking such other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21 (Appendix D). To ensure compliance the Town Manager has appointed the Planning Director to serve as the Title VI Plan and Program Coordinator until such time additional staff is hired to support compliance efforts. Other department heads will collaborate with the Planning Director as needed to ensure required compliance.

Planning Director, Serving as Title VI Plan and Program Coordinator

The Planning Director responsible for the overall management of the Title VI Program, under the direct supervision of the Town Manager to include the following responsibilities as the Title VI Program Coordinator:

- Process and research complaints regarding compliance with this Title VI Plan that are received by the Town and coordinate with relevant and appropriate staff and the Town Attorney, to compile statistical data related to race, color, national origin, sex, age, disability, and income of participants in, and beneficiaries of, federally funded programs to ensure compliance with the Title VI Requirements.
- Review Town programs or projects receiving federal funding for matters regarding Title VI compliance and reporting.
- Conduct training programs related to Title VI Requirements for Town staff who are responsible for Title VI compliance, and for contractors or subrecipients who are subject to Title VI Requirements.
- Make recommendations to the Town Manager on ways to achieve compliance with Title VI Requirements.
- Develop information regarding this Title VI Plan for dissemination to the general public and, where appropriate, use the LEP Program to ensure dissemination of the information to affected populations.
- Ensure that individuals who will be affected by locating and siting actions obtain meaningful access to the public awareness/involvement process.
- Identify deficiencies in compliance with the Title VI Requirements, and make recommendations to the Town Manager for remedial actions to be taken to promptly resolve such deficiencies.
- Annually prepare a Title VI Plan Report that documents progress, accomplishments, impediments and goals in fulfilling this Title VI Plan.

Departmental Responsibility

Each Department Head is responsible for Title VI compliance, with support from the Planning Director, for individual projects. Compliance activities include, but are not limited to:

- Ensuring that all aspects of a project's planning process and operations comply with the Title VI Requirements.
- Ensuring that Affected Parties have meaningful access to a project's planning processes.
- Assisting the Planning Director in gathering and organizing data for the Title VI Plan Report.
- Reviewing the Department work programs, policies, and other directives to ensure compliance with the Title VI Requirements.
- Verifying the level of participation of Affected Parties at public outreach meetings.

Title VI Plan: Areas of Practice

Policy and Public Notice

The Town will create, publish and post a Public Notice of non-discrimination. **Appendix B.**

The Town adopts within this plan a Non-Discrimination Policy. **Appendix A.**

Elimination of Discrimination

The Town will continue its practice of identifying discrimination based on race, color, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, and where such discrimination is found to exist, implementing programs or practices to eliminate the discrimination. Programs include, but are not limited to, hiring Minority/Women/Disadvantaged Business Enterprises (DBE) contractors, providing translations through the LEP Program, and conducting public outreach and involvement in Town projects.

Public Dissemination of Information

The Planning Director shall assist Town staff in the creation and dissemination of Title VI Program information to Town employees, subrecipients, contractors, Affected Parties, and the general public. Public dissemination efforts may include: posting public statements setting forth the Town's non-discrimination policy; inclusion of Title VI Assurances in Town contracts and grants; and publishing a Title VI Policy Statement on the Town's website; including the notice and policy into all adopted plans and program documents.

Title VI Assurances in Contracts and Grants

Contracts and procurement are integrated into each department. Staff will ensure that all federally funded contracts administered by the Town contain Title VI Assurances. In the event that the Town distributes federal funds to another entity through grants or other agreements, the

Department Head administering the grant or agreement will ensure that such grants and agreements contain the Title VI Assurances. The Department's project administrator or grant administrator will monitor the performance of the contract or grant for compliance. The Planning Director and Department Head will coordinate efforts to ensure that the requirements of Title VI are met throughout the entire contracting and grant performance process.

Data collection

Statistical data on Affected Parties will be compiled by each department head and provided to the Planning Director. The data compilation process will be reviewed regularly by the Planning Director to ensure the data is sufficient to meet the requirements of this Title VI Plan.

Training program

Annual training will be made available to Department Heads from the Planning Director who will be required to provide to all staff. Training will provide comprehensive information on the Title VI Requirements and its application to specific programs or operations; assistance on the identification of Title VI issues; and an overview of the complaint process.

Site and Facility Location

The Town shall not make selection of a site or location of a facility for participants in and beneficiaries of the Town's federal aid programs if that selection could exclude individuals from participation in, or deny them benefits of, or subject them to discrimination on grounds of race, color or national origin, or could substantially impair the accomplishment of the objectives of the non-discrimination policy.

Environmental Justice in Minority and Low-Income Populations

In accordance with Executive Order 12898, titled "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," the Town will develop strategies to review, consider, and address disproportionately high and adverse human health or environmental effects on minority and low-income populations, to promote non-discrimination in Federal-aid programs, substantially effect human health and the environment, and to provide minority and low-income communities access to public information and an opportunity for public participation in matters relating to human health or the environment.

Limited English Proficiency

In accordance with Executive Order 13166, the Town has established a LEP program. Approximately 4.5% of residents in Black Mountain primarily speak a language other than English. About one-third of these residents speak Spanish. The Town of Black Mountain will review demographic data annually and solicit data from the LEP community to identify language assistance needs within its service areas, utilizing the American Community Survey.

Staff will continue to monitor and evaluate the Town's efforts based on requests for LEP assistance and make adjustments or changes as needed. There are several measures that can be taken to identify persons who may need language assistance in our service area, with emphasis on our primary group requiring help:

- Send out notifications in Spanish of upcoming events/meeting(s).
- Select locations that may be more convenient for LEP persons; send out the notices in Spanish.
- Train staff to utilize translation apps to support LEP persons during regular customer service provided by Town staff.
- When open houses or public meetings are held, set-up a sign-in table and have a staff member greet and briefly speak to each attendee in order to informally gauge his/her ability to speak and understand English.
- Have the Census Bureau's "I Speak" card at various events. Although staff may not be able to provide translation assistance at the time, the cards are an excellent tool to identify language needs for future events/meetings.
- Post a notice of available language assistance at open houses/public meetings to encourage LEP persons to self-identify.
- Examine record requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings.
- Survey staff who have contact with LEP individuals to record language assistance requests.

Town of Black Mountain has or will implement the following LEP measures:

Users of the Town of Black Mountain's website have online access to Google Translate, the online language translation service which allows users to translate to and from Spanish and 56 other languages.

At a minimum, the following vital documents will be translated into Spanish:

- Title VI Public Notice
- Title VI Complaint Form
- ADA Complaint Procedures
- All Development Permits
- Bus System Map and Schedules (as provided by local and regional transit providers)

Title VI Program Reviews

The Planning Director will conduct an annual Title VI Plan and Program review to assess the Department's effectiveness in ensuring compliance with the Title VI Requirements. The Title VI Program review will be overseen by the Planning Director with the assistance of other Department Heads, and will include an evaluation of administrative procedures and staffing; review of operational guidelines for town staff, contractors and subrecipients; and assessment of resources available to ensure compliance with the Title VI Requirements.

The Planning Director shall annually prepare an annual report to be submitted to the Town Manager on or before June 30th of each year. The Department Report will be based on the data compiled by the Department Heads and the Title VI Program Review. The Department Report shall include an executive summary; a list of programs subject to the Title VI Requirements; a summary of any complaints of violations of the Title VI requirements and how each complaint was resolved; a summary of the statistical data compiled by the Department Head; a summary of Title VI training provided; and a general assessment of the Title VI compliance by the Department.

Planning Director's Title VI Plan Report

The Planning Director shall annually prepare a comprehensive Title VI Plan Report, and forward it to the Town Manager on or before August 19 of each year. The Title VI Plan Report will be based on the Department Title VI reports, and shall contain an assessment of the accomplishments during the preceding year; a list of recommended changes to the programs subject to the Title VI Requirements; and a list of recommended goals and objectives for the upcoming year.

Prevention

The Town will actively seek to prevent Title VI deficiencies or irregularities. In taking such action, the Department Head will work with the Planning Director to create an action plan within 90 days of the date the need for preventive or remedial action is identified by Town staff. A copy of the action plan will be provided to the Department Head and the Town Manager and retained by the Planning Director. When the Department Head reasonably believes a contractor or subrecipient has violated a Title VI Requirement, the Department Head will follow the following process:

The project or grant administrator and the Department Head will meet with the contractor or subcontractor to conduct an initial review of the facts supporting a finding that a violation of the Title VI Requirements has occurred or is occurring.

If, after the initial review, the Department Head concludes that the contractor or subrecipient has violated the Title VI Requirements, the contractor or subrecipient will be given a reasonable time, not to exceed 90 days from the date notice is provided to the contractor or subrecipient, to voluntarily correct noncompliance.

The Town will seek to obtain the cooperation of the contractor or subrecipient in correcting non-compliance, and will offer to provide technical assistance needed by the contractor or subrecipient to obtain voluntary compliance with the Title VI Requirements.

A follow-up review will be conducted within 180 days of the date notice is provided to the contractor or subrecipient to ensure that the violation of the Title VI Requirements has been corrected. If after the review, the contractor or subrecipient has failed to correct the violation, the Town Manager may take appropriate action (e.g., withhold funds, cancel contract) required to comply with the Town's obligation under the federal grant.

When a contractor or subrecipient has failed or has refused to comply with Title VI requirements within the 180 day period after the initial review, the Department Head will submit two copies of the file to the appropriate state or federal agency, along with a recommendation that the file be reviewed for a determination of whether the contractor or subrecipient has violated the Title VI Requirements.

Complaint Process

Any person who believes that he or she or any other program beneficiaries have been subjected to unequal treatment or discrimination in his or her receipt of benefits and/or services from the Town, or by a contractor or subrecipient on the grounds of race, color, national origin, sex, age, disability, or income, may file a Title VI Complaint with the Planning Director.

Any person who believes that he or she or any other program beneficiaries have been subjected to unequal treatment or discrimination in their receipt of benefits and/or services, or on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, may file a complaint. The complaint form is including in Appendix D of this document.

Every effort will be made to obtain early resolution of complaints. The option of information mediation meeting(s) between the Planning Director, town staff, contractors, subrecipients and Affected Parties may be utilized for resolution.

The following procedures cover all complaints filed under Title VI. These procedures do not deny the right of the complainant after the completion of the Title VI process to file a complaint with state or federal agencies or to bring private action based on the complaint.

1. Any person, group of persons, or entity that believes they have been subjected to discrimination under the Title VI requirements may file a written complaint with the Planning Director. The complaint must be filed within 180 days of the alleged discriminatory act or occurrence.
2. Upon receipt of the complaint, the Planning Director will determine whether the Town has jurisdiction over the complaint, whether the complaint contains the necessary information, what additional information is needed, and whether further investigation is needed. Within five working days of receipt of the complaint, the Planning Director will determine whether the Town has jurisdiction, if the complaint is complete, and if it requires additional investigation.
3. The Planning Director will provide the respondent the opportunity to respond in writing to the allegations of the complaint. The respondent shall have fifteen days from receipt of notification to provide a response to the allegation in the complaint.
4. If the complaint is against a contractor or subrecipient, the Town shall have fifteen days from receipt of the complaint to advise the appropriate state or federal agency of the receipt of complaint and statutes of the investigation.
5. Within sixty days of the receipt of the complaint the Planning Director shall prepare a written investigative report. The report shall include narrative

description of the incident, identification of persons interviewed, findings, and recommendations for resolution and corrective action. The written report will be sent to the Town Attorney.

6. The Town attorney will review the report and meet with the Planning Director and the Town Manager to determine the appropriate action.
7. When the investigative report is complete and appropriate action has been determined, the complainant and respondent shall receive a copy of the report, statement of appropriate action, and notification of appeal rights.
8. Within fifteen days of the complainant and respondent receiving a copy of the report and determination of appropriate action, the Planning Director will meet with each party to discuss the determination of appropriate action as well as the findings made in the investigative report.
9. Within sixty days of receipt of the original complaint, a copy of the complaint and the Town's investigative report and determination of appropriate action will be provided to the appropriate federal or state agency for comments.
10. Within fifteen days of receiving comments from the federal or state agency, the Planning Director will meet with all parties to discuss comments provided by the responding agencies.
11. After receiving comments from the federal or state agency, the Town Manager shall review the comments and adopt a final decision that includes taking appropriate actions to address any comments provided by a federal or state agency. The final decision shall be provided to all parties of the proceedings and shall include a statement that a party has a right to appeal the decision if the party produces evidence of new facts that were not previously considered and could not have been reasonably discovered during the investigation.
12. If a party is not satisfied with the results of the investigation or the resolution of the complaint, the party may appeal the Town Manager's decision to the appropriate federal or state agency, by filing a request for an appeal no later than 180 days after the date of the Town Manager's final decision.

APPENDIX A: TITLE VI NON-DISCRIMINATION POLICY

It is the policy of the Town of Black Mountain to ensure that no person shall, on the grounds of race, color, national origin, Limited English Proficiency, income-level, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Town of Black Mountain program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities.

The following practices are hereby prohibited throughout the Town of Black Mountain to comply, at a minimum, with Title VI and related requirements:

- Denying to an individual any standard service, financial aid, or other program benefit without good cause;
- Providing any service, financial aid, or other benefit to a person which is distinct in quantity or quality, or is provided in a different manner, from that provided to others under the program;
- Subjecting a person to segregation or separate treatment in any part of a program;
- Restricting in the enjoyment of any advantages, privileges, or other benefits enjoyed by others;
- Using methods of Administrations, which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- Applying different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual or other integral activities;
- Using acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because s/he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing;
- Allowing discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

APPENDIX B: NON-DISCRIMINATION NOTICE AND ACCESSIBILITY RIGHTS

The Town of Black Mountain, pursuant to its policy to comply with Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities, will not exclude from participation in, deny the benefits of, or subject to discrimination any person based on race, color, national origin, Limited English Proficiency, income-level, sex, age, or disability (or religion, where applicable), under any programs or activities conducted or funded by the Town of Black Mountain.

Any person who believes they have been wronged by a discriminatory act (action or inaction) of the Town of Black Mountain or its funding recipients, has the right to file a complaint with the Town of Black Mountain. For instructions on how to file a complaint, or additional information regarding the Town of Black Mountain's nondiscrimination obligations, please contact:

Town of Black Mountain
Planning Director
160 Midland Avenue
Black Mountain, NC 28711

You may also visit <https://www.townofblackmountain.org>

Anyone with a hearing or speech impairment may use Relay NC, a telecommunications relay service, to call the Town of Black Mountain Planning Department. Relay NC can be accessed by dialing 711 or 1-877-735-8200.

ATTENTION: If you speak a language other than English, the following language assistance services are available to you, free of charge. Qualified interpreters and information written in other languages. Call 1-800-522-0453.

ATENCION: Si habla un idioma distinto del inglés, los siguientes servicios de asistencia de idiomas están disponibles para usted, de forma gratuita. Intérpretes cualificados e información escrita en otros idiomas. Llame al 1-800-522-0453.

APPENDIX C: EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Town of Black Mountain is an equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status or genetic information. The Town of Black Mountain is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment opportunities.

DRAFT

APPENDIX D: COMPLAINT FORMS IN ENGLISH AND SPANISH

DRAFT

NC-9 Sidewalk - Phase 2
-
Black Mountain, NC

BID TABULATION



BID DATE: November 21, 2019 @ 2:00 PM
Black Mountain Town Hall
160 Midland Ave, Black Mountain, NC 28711

CONTRACTOR:	Southern Appalachain Grading and Excavating, Inc	HNH Construction Company		
CONTRACTOR'S LICENSE NUMBER	64831	71728		
ADDENDUM #1 ACKNOWLEDGED	Y	Y		
LUMP SUM BASE BID PRICE	\$190,740	\$233,943		
ALTERNATE 1: SWITCH TO ALL CONCRETE SIDEWALK	-\$65,500	-\$89,807		
UNIT PRICES:				
UNIT PRICE #1: UNDERCUT/ REPLACE WITH STONE (5 CY) UNIT PRICE / CY	\$60.00	\$56.00		
UNIT PRICE #2: UNDERCUT/ REPLACE WITH SOIL (5 CY) UNIT PRICE / CY	\$50.00	\$35.00		
UNIT PRICE #3: CABC STONE (5 TON) UNIT PRICE / TON	\$45.00	\$42.00		
UNIT PRICE #4: BRICK PAVER SIDEWALK (5 SY) UNIT PRICE / SY	\$120.00	\$19.00		
UNIT PRICE #5: CONCRETE SIDEWALK (5 SY) UNIT PRICE / SY	\$65.00	\$51.00		
UNIT PRICE #6: MIRAFI (5 SY) UNIT PRICE / SY	\$300.00	\$8.00		
EXTENDED TOTAL	\$125,240	\$144,136		

BID

Proposal of HNH Construction Company (hereinafter called "Bidder"); organized and existing under the laws of the State of North Carolina doing business as HNH Construction Company **
_____ to **Town of Black Mountain** (**Insert "a corporation", "a partnership", or "an individual" as applicable) of North Carolina is (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of:

NC-9 Sidewalk – Phase 2 in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **75 consecutive calendar days** thereafter in accordance with the included project schedule. Bidder further agrees to pay, as liquidated damages, the sum of **\$250.00 per day** for each consecutive calendar day thereafter beyond any portion of the aforementioned construction schedules.

Bidder agrees to perform all the work indicated and described in the Contract Documents for the following price. Failure to fully complete the following bid schedule shall result in an informal Bid and the Owner reserves the right to reject the bid.

BASE BID DESCRIPTION AND QUANTITY

A LUMP SUM BID PRICE FOR ALL WORK AS NOTED ON THE DRAWINGS, TECHNICAL SPECIFICATIONS AND CONTRACT DOCUMENTS:

\$ Two hundred, thirty-three thousand, nine hundred forty-three dollars
(words)

\$ 233,943.00
(numbers)

ALTERNATES: Each alternate will be shown as a deduct or add to the lump sum bid price should the Owner decide to change the scope of the project as noted on the drawings. The Owner reserves the right to accept or reject a specified alternate or any combination thereof.

Alternate 1: Switch to all concrete sidewalk as shown in the detail on sheet C921

\$ Eighty-nine thousand, eight hundred, seven dollars
(words)

\$ 89,807.00
(numbers)

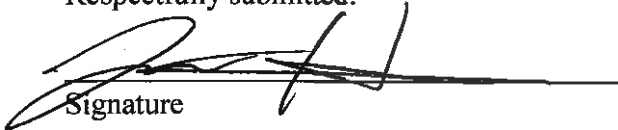
UNIT PRICE WORK: Unit prices will be in effect only when necessary work falls outside the scope of the original contract work. Please insert unit price for all the items listed below. For all Unit Price Work that occurs outside the above lump sum price, payment shall be made in an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item.

<u>Description</u>	<u>Unit Price</u>	
No. 1 Undercut Unsuitable backfill with stone	(5 CY)	<u>56</u> Dollars/ CY
No. 2 Undercut Unsuitable backfill with soil	(5 CY)	<u>35</u> Dollars/ CY
No. 3 CABC Stone	(5 Tons)	<u>42</u> Dollars / Ton
No. 4 Brick Paver Sidewalk	(5 SY)	<u>19</u> Dollars / SY
No. 5 Concrete Sidewalk	(5 SY)	<u>51</u> Dollars / SY
No. 6 MIRAFI	(5 SY)	<u>8</u> Dollars / SY

Contract Time: 75 Calendar days, in accordance with the included project schedule

Bidder acknowledges receipt of the following Addendum:

Respectfully submitted:


Signature

Laron Huntley

Name

President

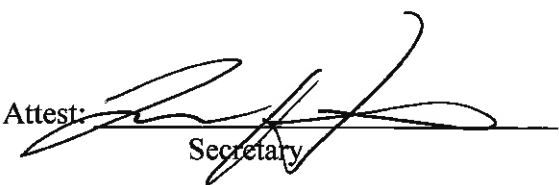
Title

71728

North Carolina Contractor's License Number

Seal - if Bid is by a Corporation

Attest:


Secretary

P.O. Box 362, Fletcher, NC 28732

Address

11-12-19

Date

7 Thorn Ridge Drive, Asheville, N C 28803

Corporate (Partnership) Address

North Carolina

State of Incorporation

828-713-8664

Telephone Number

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Buncombe

(Name of Bidder)

Affidavit of HNH Construction Company

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 – (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 11-12-19 Name of Authorized Officer: Laron Huntley

Signature: _____

Title: President

SHERISSA COCHRAN BYERS
NOTARY PUBLIC
HENDERSON COUNTY, NC
MY COMMISSION EXPIRES:
FEBRUARY 18, 2020

State of NC, County of Henderson
 Subscribed and sworn to before me this 12th day of November 2019

Notary Public Sherissa Cochran Byers
 My commission expires 2/18/20

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of Buncombe

Affidavit of HNH Construction Company

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

NC-9 Sidewalk - Phase 2

(Name of Project)

contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 11-12-19 Name of Authorized Officer: Laron Huntley

Signature: _____

Title: President

SHERISSA COCHRAN BYERS
NOTARY PUBLIC
HENDERSON COUNTY, NC
MY COMMISSION EXPIRES:
FEBRUARY 8, 2020

State of NC, County of Henderson

Subscribed and sworn to before me this 12th day of November 2019

Notary Public Sherissa Cochran Byers

My commission expires 2/8/20

BID

Proposal of SAGE Inc (hereinafter called "Bidder"); organized and existing under the laws of the State of NC doing business as a corporation **
_____ to Town of Black Mountain (**Insert "a corporation", "a partnership", or "an individual" as applicable) of North Carolina is (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of:

NC-9 Sidewalk – Phase 2 in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within **75 consecutive calendar days** thereafter in accordance with the included project schedule. Bidder further agrees to pay, as liquidated damages, the sum of **\$250.00 per day** for each consecutive calendar day thereafter beyond any portion of the aforementioned construction schedules.

Bidder agrees to perform all the work indicated and described in the Contract Documents for the following price. Failure to fully complete the following bid schedule shall result in an informal Bid and the Owner reserves the right to reject the bid.

BASE BID DESCRIPTION AND QUANTITY

A LUMP SUM BID PRICE FOR ALL WORK AS NOTED ON THE DRAWINGS, TECHNICAL SPECIFICATIONS AND CONTRACT DOCUMENTS:

\$ One hundred ninety thousand seven hundred forty dollars \$ 190,740
(words) (numbers)

ALTERNATES: Each alternate will be shown as a deduct or add to the lump sum bid price should the Owner decide to change the scope of the project as noted on the drawings. The Owner reserves the right to accept or reject a specified alternate or any combination thereof.

Alternate 1: Switch to all concrete sidewalk as shown in the detail on sheet C921

\$ Sixty five thousand five hundred dollars \$ deduct 65,500
(words) (numbers)

UNIT PRICE WORK: Unit prices will be in effect only when necessary work falls outside the scope of the original contract work. Please insert unit price for all the items listed below. For all Unit Price Work that occurs outside the above lump sum price, payment shall be made in an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item.

<u>Description</u>	<u>Unit Price</u>	
No. 1 Undercut Unsuitable backfill with stone	(5 CY)	<u>60</u> Dollars/ CY
No. 2 Undercut Unsuitable backfill with soil	(5 CY)	<u>50</u> Dollars/ CY
No. 3 CABC Stone	(5 Tons)	<u>45</u> Dollars / Ton
No. 4 Brick Paver Sidewalk	(5 SY)	<u>120</u> Dollars / SY
No. 5 Concrete Sidewalk	(5 SY)	<u>65</u> Dollars / SY
No. 6 MIRAFL	(5 SY)	<u>300</u> Dollars / SY

Contract Time: 75 Calendar days, in accordance with the included project schedule

Bidder acknowledges receipt of the following Addendum:

yes, Addendum 1

Respectfully submitted:


Signature

Amanda Blair
Name

Vice president
Title

64831
North Carolina Contractor's License Number

Seal - if Bid is by a Corporation


Attest: Secretary

2034 Big Branch Rd Clyde NC 28721
Address

11/12/19
Date

2034 Big Branch Rd Clyde NC 28721
Corporate (Partnership) Address

NC
State of Incorporation

828-507-5166
Telephone Number

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Buncombe

(Name of Bidder)

Affidavit of Southern Appalachian Grading and Excavation Inc.

I have made a good faith effort to comply under the following areas checked:

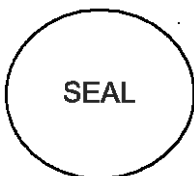
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- ☒ 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 11/12/19 Name of Authorized Officer: Amanda Black
 Signature: [Signature]
 Title: vpe president



State of North Carolina County of Haywood
 Subscribed and sworn to before me this 12 day of November 2019
 Notary Public [Signature]
 My commission expires Nov. 14, 2024

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of Buncombe

Affidavit of Southern Appalachian Grading and Excavation Inc
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

NC-9 Sidewalk - Phase 2 contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

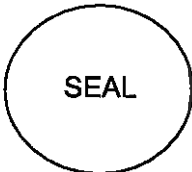
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 11/12/19 Name of Authorized Officer: Amenda Blair

Signature: [Signature]

Title: vice president



State of North Carolina, County of HAYWOOD

Subscribed and sworn to before me this 12 day of Nov. 2019

Notary Public [Signature]

My commission expires Nov. 14, 2024

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of Buncombe

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of Southern Appalachian Grading and Excavation, Inc. (Name of Bidder) I do hereby certify that on the
NC - 9 Sidewalk - Phase 2
 (Project Name)
 Project ID# CDC Job No 2H29 Amount of Bid \$ 190,740

I will expend a minimum of 0 % of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 11/12/19 Name of Authorized Officer: Amunda Blair

Signature: *Amunda Blair*

Title: vice president



State of North Carolina, County of Haywood
Subscribed and sworn to before me this 12 day of November 2019
Notary Public J. Diane Dean
My commission expires Nov. 14, 2024

Black Mountain News

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: TOWN OF BLACK MOUNTAIN

Address: 160 MIDLAND AVE
BLACK MOUNTAIN NC 28711
USA

Ad No.: 0003945902

Pymt Method Invoice

Net Amt: \$101.00

Run Times: 2

No. of Affidavits: 1

Run Dates: 12/19/19, 12/26/19

Text of Ad:



LEGAL NOTICE

BLACK MOUNTAIN BOARD OF ALDERMEN

PUBLIC HEARING

Monday, January 13, 2020 at 6:00 p.m.

The Black Mountain Board of Aldermen will meet on **Monday, January 13, 2020 at 6:00 p.m.** in the Board Room in the Town Hall Building, 160 Midland Avenue, Black Mountain, NC. The purpose of this meeting is to hold a public hearing for text amendments to add language for traffic impact analysis.

The meeting is open to the public.

Angela Reece
Town Clerk

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact, Angela Reece, Town Clerk at 419-9310 or by email at

townclerk@townofblackmountain.org

Posted to the Town Bulletin Board
12/12/19

Published in the Black Mountain News
12/19/19 and 12/26/19

www.townofblackmountain.org

December 19, 26, 2019
0003945902

TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: January 13, 2020

SUBJECT: Public Hearing for Text Amendments for Traffic Impact Analysis **#O-20-01**

AGENDA INFORMATION

Agenda Location:	PUBLIC HEARING
Item Number:	9A
Department:	Planning
Contact:	Jessica Trotman, Planning Director
Presenter:	Jessica Trotman, Planning Director

BRIEF SUMMARY: Planning Board has recommended a Traffic Impact Analysis text amendment. It would require any development creating 798 or more trips per day on a Town road improve a traffic impact analysis to the Town. It will be reviewed by the town a staff reported provided to the Board of Alderman who will vote on what, if any improvements, recommended in the study are required. These requirements are made at the expense of the developer and any improvements required would be owned by the Town.

MOTION FOR CONSIDERATION:

1. To open the public hearing for Ordinance **#O-20-01** for amendments for traffic impact analysis.
2. To close the public hearing.
3. To adopt the Statement of Consistency as presented [or as amended].
4. To adopt **Ordinance #O-20-01** as presented [or as amended].

FUNDING SOURCE: N/A

ATTACHMENTS**D:** Statement of Consistency and Ordinance **#O-20-01**

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve the Statement of Consistency and **Ordinance #O-20-01** as presented.

**TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN STATEMENT OF
CONSISTENCY FOR: TEXT AMENDMENT TO CHAPTER 3, SECTION 3.5;
CHAPTER 6, SECTION 6.3; AND CHAPTER 7, SECTION 7.2 TO ADD LANGUAGE
FOR TRAFFIC IMPACT ANALYSIS**

BE IT ORDAINED BY THE BOAR DOF ALDERMEN OF THE TOWN OF BLACKMOUNTAIN, that they adopt the following Statement of Consistency:

WHEREAS, the Town of Black Mountain has the authority, pursuant to Part 3 of Article 19 of Chapter 160A of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend regulations from time to time in the interest of public health, safety and welfare; and

WHEREAS, the proposed text amendment has been reviewed by the Planning Board and recommends its enactment to the Board of Aldermen; and

WHEREAS, the Board of Aldermen find that the land use code text amendment is reasonable and in the public interest because of the following findings:

- Provides appropriate infrastructure for certain levels of development in the town
- Promotes orderly growth and vehicle and pedestrian safety

WHEREAS, the Board of Aldermen find that this land use code text amendment is consistent with the Town of Black Mountain Comprehensive Plan 2014 Update in the following ways:

- Vision Statement 9: Community Planning – ensuring that development and traffic are handled for the good of the community as a whole
- Vision Statement 12: Public Utilities and Infrastructure – ensuring that any improvements are done to certain specifications and standards

WHEREAS, after notice duly given, a public hearing was held on January 13, 2020 as part of the regularly scheduled Board of Aldermen meeting at 6:00 p.m. in the Board Room of Town Hall, 160 Midland Avenue.

NOW, THEREFORE, THE BOARD OF ALDERMEN APPROVE THIS STATEMENT OF CONSISTENCY, by a vote of _____ to _____ on this the 13th day of January, 2020.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Town Clerk / Assistant to Manager

ORDINANCE #0-20-01

AN ORDINANCE TO AMEND CHAPTER 3, SECTION 3.5; CHAPTER 6, SECTION 6.3; AND CHAPTER 7, SECTION 7.2 TO ADD LANGUAGE FOR TRAFFIC IMPACT ANALYSIS

WHEREAS, the Town of Black Mountain Planning Board is charged with reviewing and updating land use planning, zoning and subdivision regulations; and

WHEREAS, the Planning Board made a commitment to the Board of Aldermen to review the text of the Land Use Code in the years since its adoption to address any residual inconsistencies in the text and to look for opportunities to clarify or improve text; and

WHEREAS, upon recommendation of the Planning Board, the following text amendment is required in order to carry out vision statement nine: community planning and vision statement twelve: public utilities and road infrastructure of the 2014 Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED that Chapter 3, Section 3.5; Chapter 6, Section 6.3; and Chapter 7, Section 7.2, be amended with the following (additions are underlined in bold and deletions are shown as red struck text):

Chapter 3
Section 3.5

3.5.8 – Traffic impact analysis.

A. Purpose.

The purpose of this section is to ensure that applicants for new development and redevelopment consider and mitigate the impact of the development on the existing and/or proposed roadway system. While the town acknowledges responsibility to build and maintain a public transportation system, the project applicants may need to assist in improving transportation facilities in order to maintain the existing level of service by accommodating additional traffic generated by the development. These transportation facilities involve pedestrian, non-motorized vehicular traffic and motorized vehicular traffic.

B. Applicability.

Traffic impact analysis is required. All proposals for new construction, additions and/or expansions to existing structures, and/or changes of use located on town roads, which will result in trips equal or greater to 798 daily trips, using the trip generation rates from the most recent edition of the Trip General Manual published by the Institute of Transportation Engineers.

C. Improvements required.

The Planning Director or his/her designee will review submitted traffic impact analysis, and will finalize the improvements required. In those cases where the Town of Black Mountain requires certain improvements to be constructed in order to accommodate additional traffic generated by the proposed developments, the improvements shall be approved by the Board of Aldermen and shall be funded and/or constructed by the project developer in accordance with the standards and direction provided by the Town of Black Mountain. The improvements shall be in place or under construction prior to issuance of any certificate of occupancy or certificate of completion required for any phase or portion of the project.

Chapter 6
Section 6.3

Section 6.3.1

(5) Traffic Impact Analysis.

A. Purpose.

The purpose of this section is to ensure that applicants for new development and redevelopment consider and mitigate the impact of the development on the existing and/or proposed roadway system. While the town acknowledges responsibility to build and maintain a public transportation system, the project applicants may need to assist in improving transportation facilities in order to maintain the existing level of service by accommodating additional traffic generated by the development. These transportation facilities involve pedestrian, non-motorized vehicular traffic and motorized vehicular traffic.

B. Applicability.

Traffic impact analysis is required. All proposals for new construction, additions and/or expansions to existing structures, and/or changes of use located on town roads, which will result in trips equal or greater to 798 daily trips, using the trip generation rates from the most recent edition of the Trip General Manual published by the Institute of Transportation Engineers.

C. Improvements required.

The Planning Director or his/her designee will review submitted traffic impact analysis, and will finalize the improvements required. In those cases where the Town of Black Mountain requires certain improvements to be constructed in order to accommodate additional traffic generated by the proposed developments, the improvements shall be approved by the Board of Aldermen and shall be funded and/or constructed by the project developer in accordance with the standards and direction provided by the Town of Black Mountain. The improvements shall be in place or under construction prior to issuance of any certificate of occupancy or certificate of completion required for any phase or portion of the project.

Chapter 7

Section 7.2

Section 7.2.4 – Traffic impact analysis.

A. Purpose.

The purpose of this section is to ensure that applicants for new development and redevelopment consider and mitigate the impact of the development on the existing and/or proposed roadway system. While the town acknowledges responsibility to build and maintain a public transportation system, the project applicants may need to assist in improving transportation facilities in order to maintain the existing level of service by accommodating additional traffic generated by the development. These transportation facilities involve pedestrian, non-motorized vehicular traffic and motorized vehicular traffic.

B. Applicability.

Traffic impact analysis is required. All proposals for new construction, additions and/or expansions to existing structures, and/or changes of use located on town roads, which will result in trips equal or greater to 798 daily trips, using the trip generation rates from the most recent edition of the Trip General Manual published by the Institute of Transportation Engineers.

C. Improvements required.

The Planning Director or his/her designee will review submitted traffic impact analysis, and will finalize the improvements required. In those cases where the Town of Black Mountain requires certain improvements to be constructed in order to accommodate additional traffic generated by the proposed developments, the improvements shall be approved by the Board of Aldermen and shall be funded and/or constructed by the project developer in accordance with the standards and direction provided by the Town of Black Mountain. The improvements shall be in place or under construction prior to issuance of any certificate of occupancy or certificate of completion required for any phase or portion of the project.

READ, APPROVED AND ADOPTED, by a vote of ____ to ____ on this the 13th day of January, 2020.

Don Collins, Mayor

ATTEST:

Angela L. Reece, Assistant to Manager/Town Clerk

Minutes Follow
This Section



**TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
SPECIAL CALL MEETING MINUTES
November 26, 2019**

(Public Version)

THE BLACK MOUNTAIN BOARD OF ALDERMEN, held a special called meeting on Tuesday November 26, 2019 at 5:30 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC and upon a motion duly made by Vice Mayor Maggie Tuttle, entered into closed session to discuss personnel matters, as permitted in NCGS § 143.318.11 (a)(6) at 5:30 p.m.

1. CALL TO ORDER

Mayor Collins called the special meeting to order at 5:30 p.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry Harris
Alderman Carlos Showers - absent
Alderman Ryan Stone- arrived at 5:40 p.m.
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Angela Reece, Assistant to Manager/Town Clerk

Vice Mayor Maggie Tuttle moved to enter into closed session to discuss personnel matters, as permitted in NCGS § 143.318.11(a)(6) at 5:30 p.m.

The motion was approved by a vote of 3-0.

Alderman Ryan Stone moved to return to open session at 6:16 p.m.

The motion was approved by a vote of 4-0.

There was no discussion.

There being no further discussion, on a motion by Aldermen Larry B. Harris, with a vote of 4-0 Mayor Don Collins adjourned the meeting at 6:17 p.m.

ATTEST:

Angela Reece, Assistant to Manager/Town Clerk

Don Collins, Mayor

Josh Harrold, Town Manager



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
AGENDA WORKSHOP MEETING MINUTES
December 5, 2019

THE BLACK MOUNTAIN BOARD OF ALDERMEN held an agenda workshop on Thursday, December 5, 2019 at 5:00 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain, NC. The purpose of the meeting was to review the agenda for the regular monthly meeting scheduled for Monday, December 9, 2019 at 6:00 p.m.

1. CALL TO ORDER

Mayor Don Collins called the meeting to order at 5:00 p.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Ryan Stone
Alderman Larry Harris – arrived at 5:05 p.m.
Alderman Tim Raines
Alderman Carlos Showers – absent

The following staff members were present:

Josh Harrold, Town Manager
Angela Reece, Assistant to Manager/ Town Clerk
Joe Kidd, Police Lieutenant
Scottie Harris, Fire Chief
Jessica Trotman, Planning Director
Joshua Henderson, Recreation Director
Jamey Matthews, Public Works Director

The Board reviewed the items that were proposed for the December 9, 2019 regular session meeting and made no changes.

Mayor Don Collins opened the meeting. Town Manager, Josh Harrold presented the proposed agenda to the Board of Aldermen. Scottie Harris will give the invocation.

Manager Harrold discussed **Item 8C**, Resolution of Support for Swannanoa River Restoration Grant stating this item is required by the Department of Water Quality for grant applications. Manager Harrold stated his grant requires a 50% match if awarded and said the Town has requested up to \$77,000 in matching dollars from the State, but could need to request only \$74,000. Manager Harrold stated the total project budget is nearly \$200,000 including in-kind support from Montreat College and a contributions of \$28,000 from the Pigeon River Fund and \$50,000 from Duke Energy.

There was no further discussion on the agenda.

Black Mountain Board of Aldermen
Agenda Workshop Minutes December 5, 2019

Alderman Ryan Stone moved to enter into closed session to discuss personnel matters, as permitted in NCGS § 143.318.11(a)(6) at 5:08 p.m.

The motion was approved by a vote of 4-0.

Alderman Larry B. Harris moved to return to open session at 5:35 p.m.

The motion was approved by a vote of 4-0.

Alderman Larry B. Harris moved to increase the Town Manager's base salary by \$5,000 to reflect positive job performance.

The motion was approved by a vote of 4-0.

There being no further discussion, on a motion by Vice Mayor Maggie Tuttle, with a vote of 4-0 Mayor Don Collins adjourned the meeting at 5:37 p.m.

ATTEST:

Angela Reece, Assistant to Manger/Town Clerk

Don Collins, Mayor



TOWN OF BLACK MOUNTAIN

Town Hall, 160 Midland Avenue, Black Mountain, NC 28711

Date: **December 9, 2019**

Time: **6:00 p.m.**

Regular Session Minutes

*The agenda and all related documentation may be accessed electronically via Wi-Fi in Town Hall. From your laptop or smartphone, access the Town's website at www.townofblackmountain.org. Click on **Town Government** and select **Mayor and Board of Alderman** to download materials for all Town board meetings.*

P Conserve resources; print only when necessary.

The Town of Black Mountain is committed to providing accessible facilities, programs and services for all people in compliance with the American with Disabilities Act (ADA). Hearing assistive devices are available at the door.

*Should you need other assistance or accommodation for this meeting, please contact
Town Clerk Angela Reece at 419-9310, or by email at townclerk@townofblackmountain.org
(828) 419-9300 / TDD (800) 735-2962*

1. CALL TO ORDER

Mayor Don Collins called the meeting to order at 6:00 p.m. with the following members present:

Mayor Don Collins
Vice Mayor Maggie Tuttle
Alderman Larry B. Harris
Alderman Ryan Stone
Alderman Carlos Showers - absent
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Dean Luebbe, Assistant Town Manager/Finance Director
Angela Reece, Assistant to Manager/Town Clerk
Ron Sneed, Town Attorney
Shawn Freeman, Police Chief
Scottie Harris, Fire Chief
Jessica Trotman, Planning Director
Joshua Henderson, Recreation Director

Mayor Don Collins welcomed everyone and led the Pledge of Allegiance. Scottie Harris, Fire Chief of Black Mountain Fire Department gave the invocation.

Mayor Collins thanked everyone in attendance and expressed appreciation to all those who were attending for the first time and also the viewing audience. The re-broadcast of each regular meeting is shown throughout the month on Charter Cable's Buncombe County Channel 192 at 8:00 p.m. on Sundays. Meetings initially air the same week in which they occur and are shown weekly until the next regularly scheduled meeting. Citizens may also go to the Town website www.townofblackmountain.org at any time and view the most recent regular meeting of the Board.

Black Mountain Board of Aldermen
Regular Session Minutes – December 9, 2019

In his announcements, Mayor Collins reminded everyone to silence their cell phones and asked them to be respectful of their neighbors by keeping conversations to a minimum or having none at all. Mayor Collins reminded the public to visit the Town's website and subscribe to alerts to receive notifications of official Town business. www.townofblackmountain.org Mayor Collins also announced the retirement of his good friend, Jerry VeHaun who has given 48 years of service to Buncombe County Emergency Services. Mr. VeHaun is also the Mayor of the Town of Woodfin.

2. PROCLAMATION AND AWARD RECOGNITION - NONE

3. CITIZEN COMMENTS

*Individuals wishing to address the Board are asked to sign in at the entrance to the board room, indicating the topic(s) or agenda item(s) you wish to discuss, so that the chair may group speakers according to topic. The chair will recognize individuals requesting to address the Board. **Comments by any one speaker shall be limited to three (3) minutes.** If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.*

Ron Marcello of Black Mountain addressed the Board of Aldermen expressing his concern over even year elections.

Shawn Slome of Black Mountain addressed the Board of Aldermen expressing his concern over boards and commissions appointments.

Marilyn Sobanski of Black Mountain addressed the Board of Aldermen and public regarding the 12th Annual Rainbow Recycling event. The event will be held on Saturday January 4, 2020 at Hohey & Co., 3018 U.S. Hwy 70 West.

4. COMMUNICATIONS FROM BOARDS, COMMISSIONS & AGENCIES

A. Comprehensive Annual Financial Report – Mauldin & Jenkins

James Bence, CPA with Mauldin & Jenkins presented the Annual Financial Report to the Board of Aldermen. Mr. Bence stated the audit firm has issued an unmodified audit report (i.e., "clean opinions"). He stated the respective financial statements are considered to present fairly the financial position and results of operations as of, and for the year ended June 30, 2019. The Comprehensive Annual Financial Report (CAFR) and auditors report may be viewed in its entirety by visiting the Town's website at www.townofblackmountain.org

B. Financial Report – Dean Luebke, Assistant Town Manager/Finance Director

Assistant Town Manager/Finance Director, Dean Luebke presented the annual financial report to the Board. In his report Mr. Luebke discussed implementing further financial controls as recommended by the auditors specifically regarding payroll. Mr. Luebke discussed the \$2.1M increase in net position stating this is mainly due to receiving grants. Mr. Luebke stated the unassigned fund balance decreased slightly due to the purchase of the new Public Works building. Mr. Luebke stated debt has increased to just under \$1.4M at the end of FY2019 mainly due to the

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new communication equipment lease for the Police Department. Mr. Luebbe stated the town can expect to retire the Town Square Debt in 2028 and the remainder of current debt in 2030.

5. CONSENT AGENDA

All items on the consent agenda are considered routine, to be enacted by one motion without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the consent agenda and considered separately.

Town Manager, Josh Harrold presented the consent agenda to the Board of Aldermen.

A. Adoption of Minutes

Motion: *To adopt the minutes of November 4, 2019 (Agenda Session), and November 4, 2019 (Regular Session).*

B. Adoption of 2020 Annual Schedule of Meetings

Motion: *To adopt the 2020 Board of Aldermen schedule of meetings as presented [or as amended].*

C. Call for Public Hearing for Text Amendments for Traffic Impact Analysis Ordinance #O-20-01

Manager Harrold stated this item has come from the Planning Board and is adding language to the Land Use Ordinance to require developers to add a traffic impact analysis study for developments producing traffic counts exceeding 798 or more trips per day.

Motion: *To call for the public hearing for text amendments to Traffic Impact Analysis #O-20-01 to be held on Monday, January 13, 2020 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

D. Call for Public Hearing to Close a Portion of Unopened, Platted Right-of-Way Parallel to Ruby Avenue #R-19-21

Motion: *To call for the public hearing to close an unopened, platted portion of right-of-way parallel to Ruby Avenue to be held on Monday, February 10, 2020 at 6:00 p.m. or as soon thereafter as possible, in the Board Room of Town Hall at 160 Midland Avenue.*

E. Budget Amendment for Herron St. Property Purchase #FY20-09

Manager Harrold recalled previous discussions and closed session meetings acquiring this property and stated this budget amendment will reflect the purchase of the lot. There is no plans for developing this property at this time.

Motion: *To approve Budget Amendment #FY20-9 as submitted increasing the expense account, 1000-5000-730 (Capital Outlay) by \$48,561 and the revenues*

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accounts, 1000-3920-900 (Proceeds-Installment Financing) by \$43,270 and 1000-3905-900 (Fund Balance Appropriated by \$5,291.

F. Budget Amendment for Repairs at Lake Tomahawk (Wildlands Engineering) #FY20-10

Manager Harrold recalled prior approval of repairs to the fore bay and stated this amendment reflects the approved contract funding.

Motion: *To approve Budget Amendment #FY20-10 as submitted increasing the expense account, 1000-5000-730 (Capital Outlay) by \$72,400 and the revenues account, 1000-3905-900 (Fund Balance Appropriated by \$72,400.*

G. Budget Amendment for Police Vehicles #FY20-11

Manager Harrold stated this budget amendment reflects purchasing two Dodge Chargers for the Police Department.

Motion: *To approve Budget Amendment #FY20-11 as submitted increasing the expense accounts, 1010-5100-730 (Capital Outlay) by \$10,000 and 1010-5100-190 (ABC Expenditures) by \$10,000 the revenues accounts, 1010-3335-300 (ABC-Police revenues) by \$10,000 and 1000-3905-900 (Fund Balance Appropriated by \$10,000.*

Vice Mayor Maggie Tuttle moved to approve consent items A-G as presented.

The motion was approved by a vote of 4-0.

6. CITIZEN COMMENTS

*The chair will recognize individuals requesting to address the Board regarding the specific New Business or Unfinished Business items below. Comments by any one **speaker shall be limited to three (3) minutes**. If the topic you wish to discuss pertains to a **public hearing** scheduled for this meeting, please reserve your comment for the applicable public hearing.*

There were no citizen comments.

7. UNFINISHED BUSINESS

**A. Sale of Town owned property located at 2992 U.S. Hwy 70, Black Mountain NC
(Former Public Works Building) Buncombe County Pin # 0609-32-7975-00000**

Town Attorney Sneed recalled offers being presented to the Board of Aldermen to purchase Town owned property. NC G.S. 160A-265. Article 12, Sale and Disposition of Property guides the process for accepting bids and advertisement of upset bids. Attorney Sneed stated the Board has received an upset bid in the amount of \$554,000 and said the due diligence period has been

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completed and the buyer is ready to close. Attorney Sneed stated he expects the closing by year end pending the reservation of the easement for the pumping station located on the property.

8. NEW BUSINESS

A. Vickers Consulting Services, Inc. Flat Rate AFG Regional Operations Application – Fire Department Grant for Air Packs

Manager Harrold stated the Fire Department wishes to apply for a grant to replace outdated air packs. Manager Harrold stated if the grant is approved it would be a savings of approximately \$130,000 to the town. The \$500.00 fee is a portion of a fee split among fire departments in the region to utilize a grant writer for this project.

Alderman Larry B. Harris moved to authorize the Town Manager to execute the contract with Vickers Consulting Services, Inc. in the amount of \$500.00 for AFG Regional Applications – Fire Department Air Pack Replacement as presented.

The motion was approved by a vote of 4-0.

B. RFP 19th Hole, Black Mountain Golf Course

Manager Harrold stated the Town has received two proposals, one from the current tenant and the other from Karen Davis. Manager Harrold stated upon review staff recommends awarding the RFP for the 19th Hole to Green Tee Grill. Manager Harrold stated this proposal included a higher monthly lease price than what the Town was requesting. Manager Harrold clarified the current lease expires at the end of February 2020.

Vice Mayor Maggie Tuttle moved to direct Town Attorney Ron Sneed to prepare a lease agreement for the 19th Hole Snack Shop at the Black Mountain Golf Course for one year beginning February 2020 and ending March 2021 at a monthly rate of \$400.00 with Karen Davis, Green Tee Grill, and to direct Town Manager Josh Harrold to execute said lease. The motion was approved by a vote of 4-0.

C. Resolution of Support for Swannanoa River Restoration Grant

#R-19-22

Manager Harrold stated the Planning Director, Jessica Trotman has applied for funding and the Town was awarded \$50,000 from Duke Energy. Manager Harrold stated the Town has received another \$33,000 from the Pigeon River Fund, and is asking \$74,000 from the Division of Water Resources to complete about 1,700 linear feet along the Swannanoa River. The Town will have approximately \$5,000 invested at the completion of this project. Manager Harrold stated the resolution is necessary to proceed with requesting the remaining funds from DWQ.

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Alderman Ryan Stone approve Resolution #R-19-22 in support of Swannanoa River Restoration Grant matching funds as presented. The motion was approved by a vote of 4-0.

9. PUBLIC HEARING - NONE

The chair will recognize individuals requesting to address the Board regarding the specific topic of the public hearing. Public hearing comments by any on speaker shall be limited to ten (10) minutes. The Mayor reserves the right to alter time limits and other rules of procedure at the beginning of each Public Hearing.

10. COMMUNICATION FROM STAFF

- A.** Town Attorney – Attorney Sneed reminded the Board Sim’s property to the Appalachian Conservancy to be used as a park. Attorney Sneed recalled the prior discussions and negotiations regarding beneficiaries, easements and said the final paperwork would be completed in the coming weeks and the Town could begin working on the park.
- B.** Town Manager – Manager Harrold reminded the public of the upcoming special call meeting to discuss the sanitation contract on December 12th. He also reminded everyone town offices will be closed on December 23rd through December 25th for Christmas and on January 1st 2020 for New Years.

11. COMMUNICATION FROM MAYOR AND BOARD OF ALDERMEN

Alderman Larry B. Harris asked the Board to begin thinking about extending a resolution of support to Montreat College for their cyber security program. Alderman Harris stated having a program of this nature would benefit the region and county and encouraged support for the project. Alderman Harris also thanked staff for preparations of the annual Christmas Parade and wished everyone a Merry Christmas.

Mayor Collins wished everyone a Merry Christmas.

12. ADJOURNMENT

There being no further business, on a motion by Vice Mayor Maggie Tuttle with a vote of 4-0, Mayor Don Collins adjourned the meeting at 7:12 p.m.

ATTEST:

Angela Reece, Assistant to Manger/Town Clerk

Don Collins, Mayor



**TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
SPECIAL CALL MEETING MINUTES
December 12, 2019**

THE BLACK MOUNTAIN BOARD OF ALDERMEN, held a special called meeting on Thursday December 12, 2019 at 5:30 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC. The purpose of this meeting was for the Board of Aldermen to review information regarding the Town's current and future sanitation contract and processes.

1. CALL TO ORDER

Vice Mayor Tuttle called the special meeting to order at 5:30 p.m. with the following members present:

Mayor Don Collins – arrived at 6:05 p.m.
Vice Mayor Maggie Tuttle
Alderman Larry Harris – arrived at 5:38 p.m.
Alderman Carlos Showers - absent
Alderman Ryan Stone
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Angela Reece, Town Clerk
Jamey Matthews, Public Works Director
Tausha Millwood, Public Works Admin Assistant

Town Manager Harrold discussed the current sanitation contract with Waste Pro stating it will expire September 30, 2020. Manager Harrold discussed costs associated with the contract which are currently \$660,400 for 2019, or \$12.90 per household. Manager Harrold stated Buncombe County Landfill tipping fees amount to another \$132,000 on top of that. The presentation is made part of and attached to these minutes. Manager Harrold stated the town has 4,080 stops and the cost is \$12.90 per stop. Manager Harrold stated when the initial contract was signed with Waste Pro recycling costs were about \$15 per ton and are currently \$62 per ton, a significant increase. Manager Harrold stated the recycling is taken to Curbside Management in Asheville and the Town has disposed of 450 tons of recycling in 2019 which cost \$28,000. Manger Harrold stated recycling costs increase annually due to market factors. Manager Harrold stated garbage is taken to the Buncombe County Landfill and costs \$43 per ton but said Waste Pro is taking a lot to the transfer station to keep up with the amount being disposed of which is costing \$47 per ton. Brush is \$32 ton at the landfill.

Black Mountain Board of Aldermen
Special Call Meeting Minutes – December 12, 2019

Staff assembled data to determine what was working well and not so well with our current waste management system. Manager Harrold stated Waste Pro has had less than 1% missed stops out of 212,160 garbage pickups and 116,280 recycling pickups in 2019. The Town of Black Mountain does not charge user fees. The Town offers back door stops for disabled and elderly persons who qualify. Manager Harrold stated the Town also offers leaf assistance up to two times per season for disabled persons and persons age 70 or older with a residential tax value of less than \$200,000. Manager Harrold stated the Town now offers online brush/white goods collection requests as well as provides a wealth of information and brochures on the Town's website. The Town also offers FREE online schedule alerts via the website.

Manager Harrold discussed deficiencies in the system such as accepting excessive waste tonnage, lack of educational outreach and enforcement. Manager Harrold referred to photos in the presentation which illustrates the deficiencies. Some residences have had up to thirty bags of trash per stop while others combine non-recycling with recycling. Currently the maximum allowed is six bags and Director Matthews stated it is common to pick up sixteen bags. Manager Harrold stated Waste Pro officials have advised for years that the Town of Black Mountain has an excess of waste and said he feels our generous amounts allow non-residents to take advantage. Manager Harrold stated brush pickup is also excessive in many instances causing delays in pick up and confusion as to what the Town will accept. Many of the photos illustrate lot clearing and non-acceptable brush piles. Brush pickup is intended for yard clippings. Public Works Director Jamey Matthews stated delays in brush pick up have resulted from excessive tonnage which causes Waste Pro to have to fill trucks more quickly and empty them at the transfer station which also increases price and delays. Tonnage figures are included in the attachments to these minutes. Manager Harrold stated regardless of future contract decisions the Town will need to limit tonnage and begin actively enforcing violations.

Manager Harrold stated he met with Waste Pro officials yesterday to discuss potential extension of the contract and pricing and said that Waste Pro advised they would increase the cost per household to \$25.00 per household plus tipping fees. Manager Harrold stated continuation of services at the same level will cost \$1.2M plus tipping fees. Currently the cost is \$660,000 plus tipping fees. Manager Harrold stated continuing with the same level of service the County is providing will cost about \$19.00 per household and is approximately \$930,000 plus tipping fees. Manager Harrold stated the County does not offer brush pick up. Manager Harrold clarified the current contract is \$12.90 per household plus tipping fees and stated the pricing was based off of Waste Pro infiltrating the area with service at the time. The former vendor, Republic, no longer offers residential trash pickup in this area.

Manager Harrold stated bringing the garbage service in-house is estimated to be \$802,000 which includes tipping fees for the first year. Recycling costs will be an additional \$28,000. Manager Harrold and staff have compiled a working spreadsheet with various factors such as personnel

Black Mountain Board of Aldermen
Special Call Meeting Minutes – December 12, 2019

costs and purchasing cans and trucks as well as maintenance of trucks built in. Tipping fees and fuel costs are projected to increase approximately 5% annually. Manager Harrold stated the figures represent automated side-load trucks at a cost of approximately \$300,000 each as well as 96 gallon or smaller cans. The figure represents the Town purchasing cans for the residents (2 cans per household at a cost of approximately \$400,000). Manager Harrold stated staff is aware that there will need to be options for steep areas as not all residents will be able to utilize a can. Manager Harrold stated the cost could be offset by the revenue received from the sale of the Public Works building on Highway 70.

Board members discussed concerns for staffing due to the pay. Public Works Director Jamey Matthews stated there are benefits such as a standard work day, automated trucks with climate control, employee insurance and retirement benefits that will allow us to compete with companies such as Waste Pro. Director Matthews stated having an additional truck would be beneficial due to the wear and tear they will incur. Board members discussed workers compensation insurance concerns and Director Mathews stated proper training is imperative.

Alderman Larry B. Harris stated he feels having a standardized can will allow for more control and said he feels the numbers appear to work in favor of the Town bringing the service in-house but advised staff to thoroughly review the numbers and provide a generous estimate of equipment and personnel needs to best determine feasibility. Alderman Ryan Stone concurred.

Manager Harrold stated he has appointments scheduled to visit other neighboring municipalities who provide the service in-house to conduct assessments to report back to the board. Alderman Harris suggested going ahead and issuing an RFP with a reduced service level to compare with in-house costs. (RFP was issued on January 2, 2020 and advertised in the Citizen Times and is attached to these minutes).

No further business was discussed. A survey has been posted on the Town's website.

There being no further business, on a motion made by Alderman Larry B. Harris and with a vote of 4-0, Vice Mayor Maggie Tuttle adjourned the meeting at 6:30 p.m.

ATTEST:

Don Collins, Mayor

Angela L. Reece, Assistant to Manager/Town Clerk

Sanitation





How are we doing?



www.townofblackmountain.org

How are we doing?

- Less than 1% Missed Stops 212,160 garbage/ 116,280 recycling
- \$No user fees
- Offer Back Door Stops for disabled and elderly persons.
- Offer leaf assistance (2 times season) for persons age 70+, disabled persons, and home has tax value of > \$200K.
- Offer online brush/white goods collection requests.
- New Town website has a wealth of information and brochures and offers FREE online schedule change alerts.



www.townofblackmountain.org

How are we doing?

- Excessive tonnage
- Education Outreach
- Enforcement

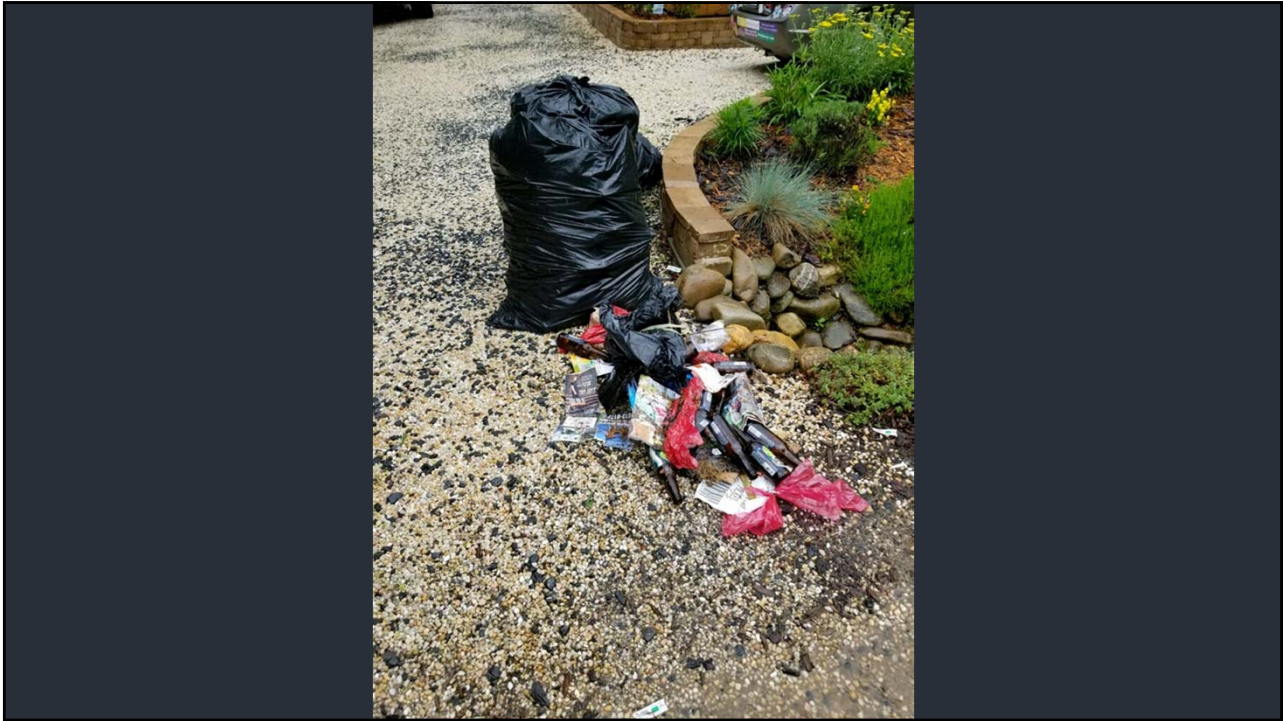


www.townofblackmountain.org

Trash & Recycling

Gone Wrong.....



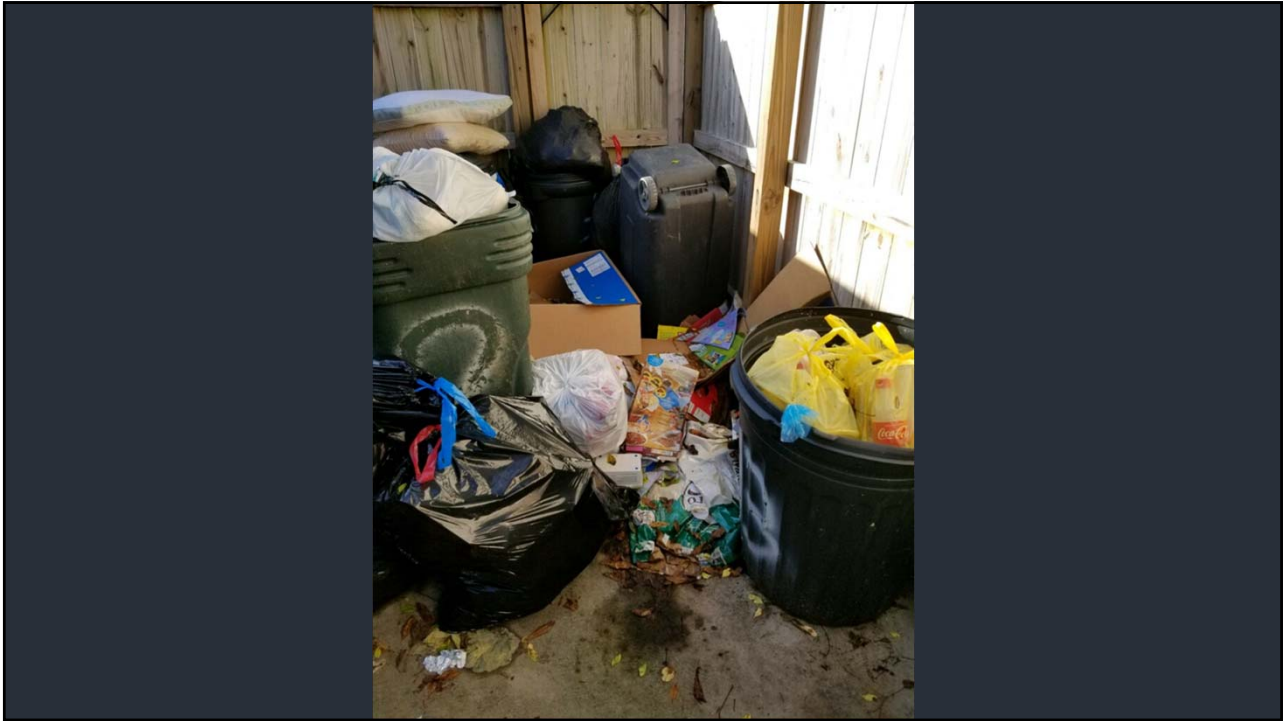


















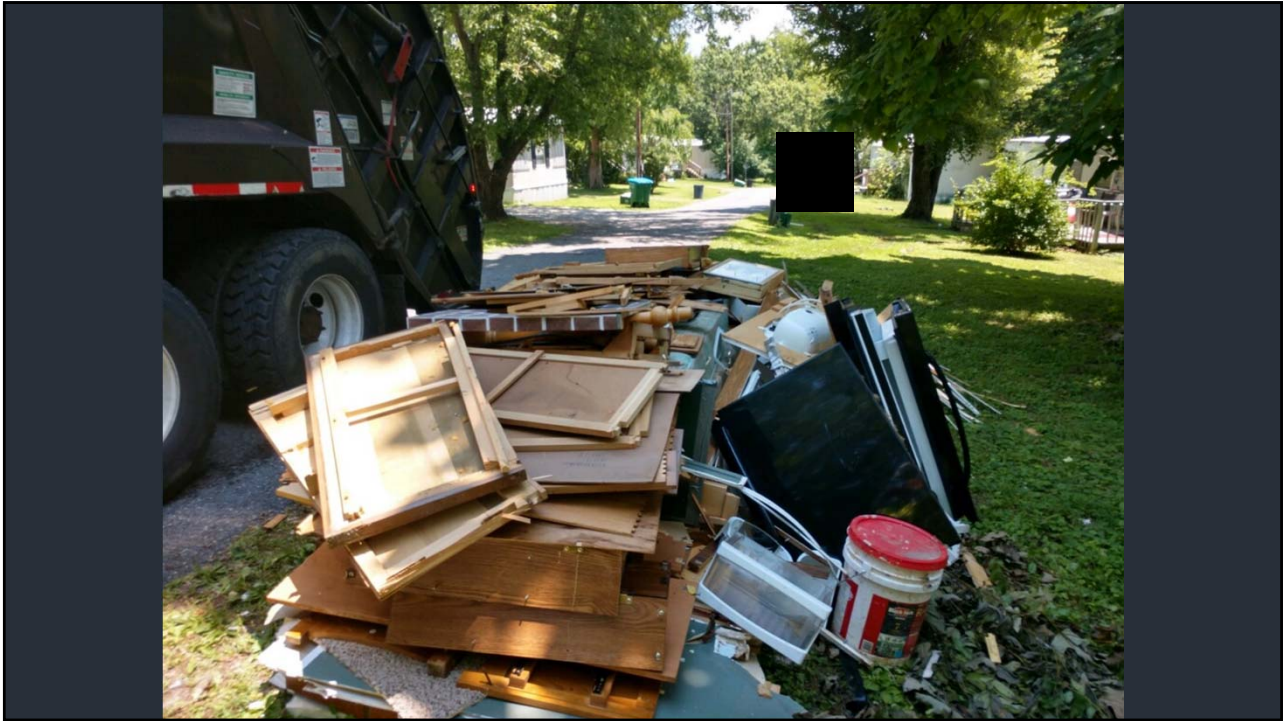




















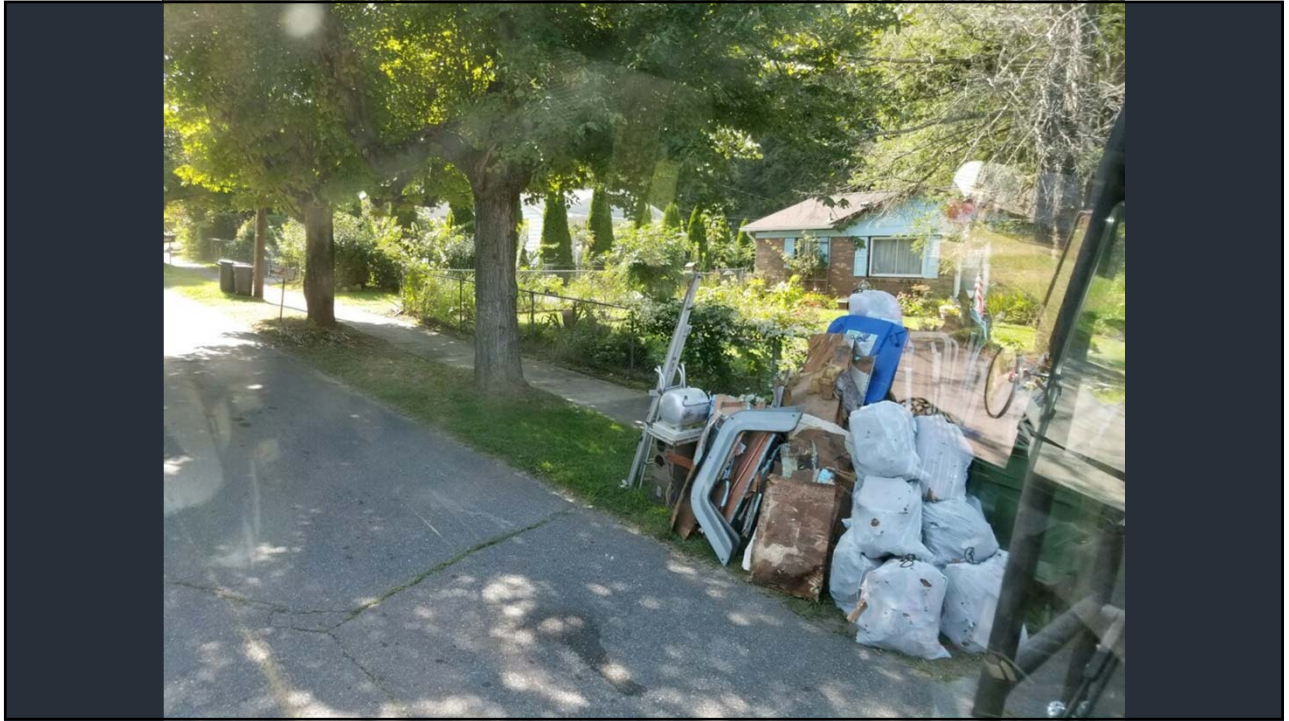










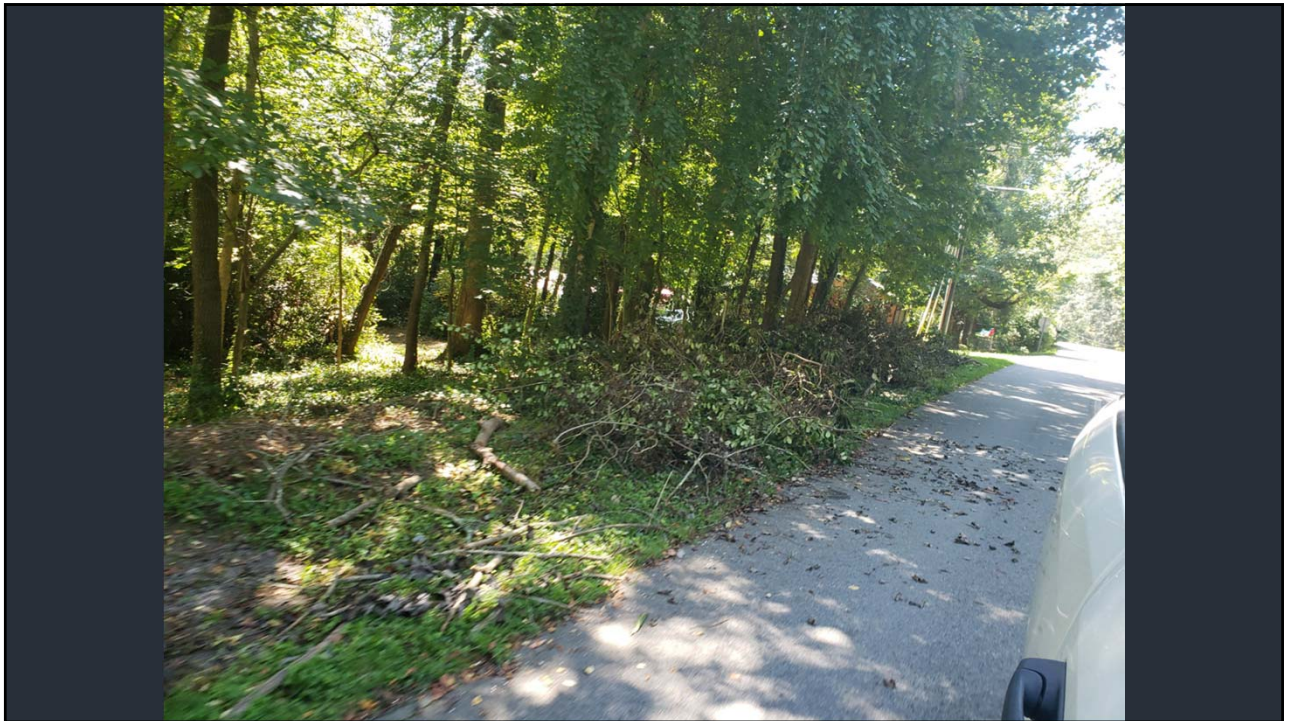






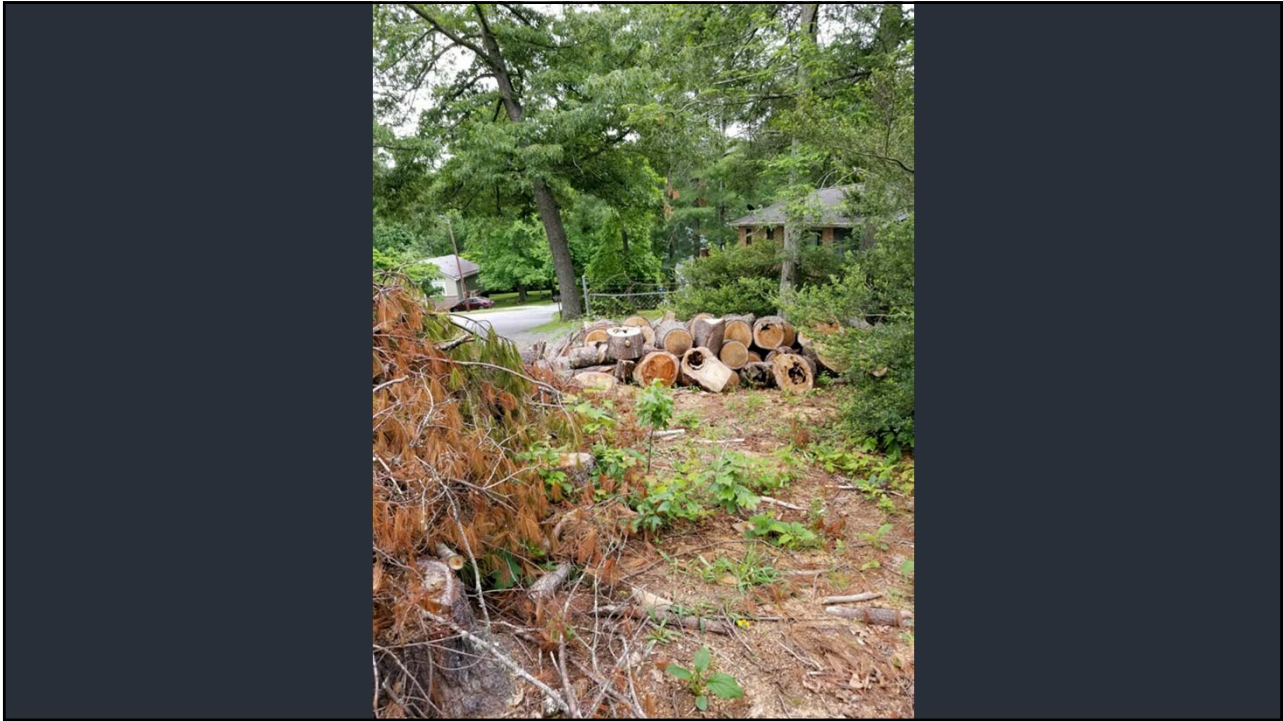






















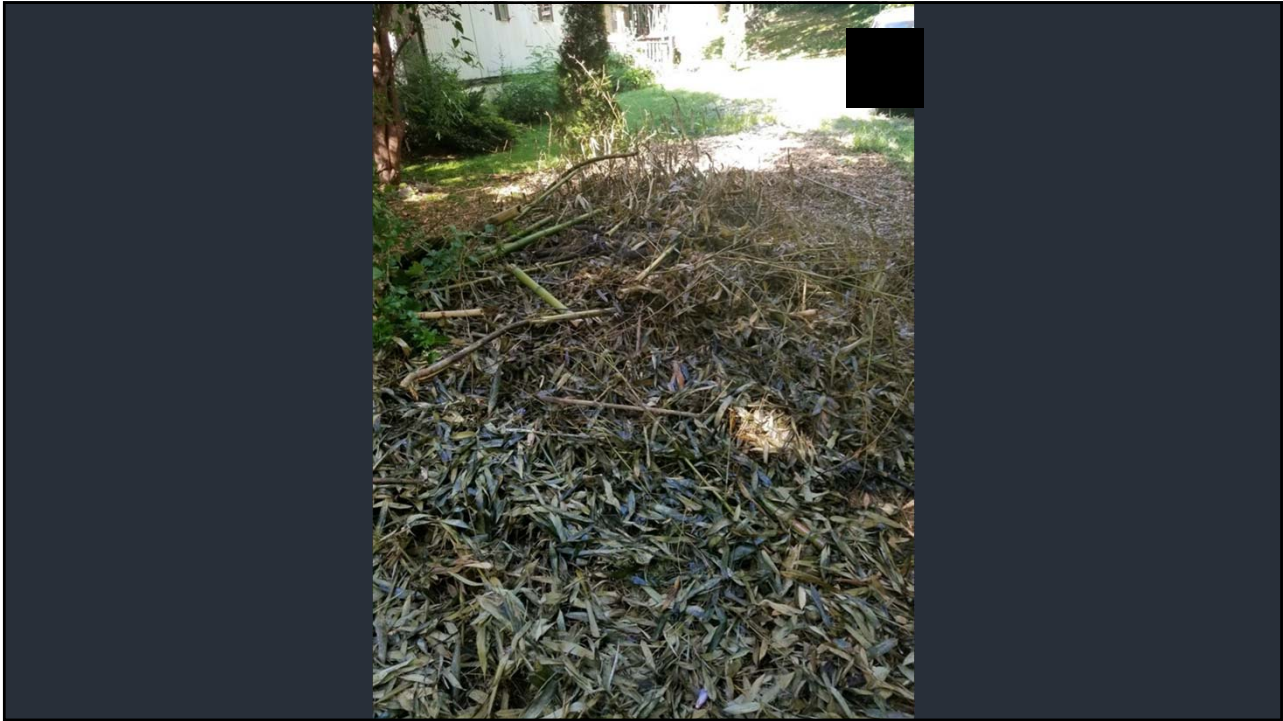








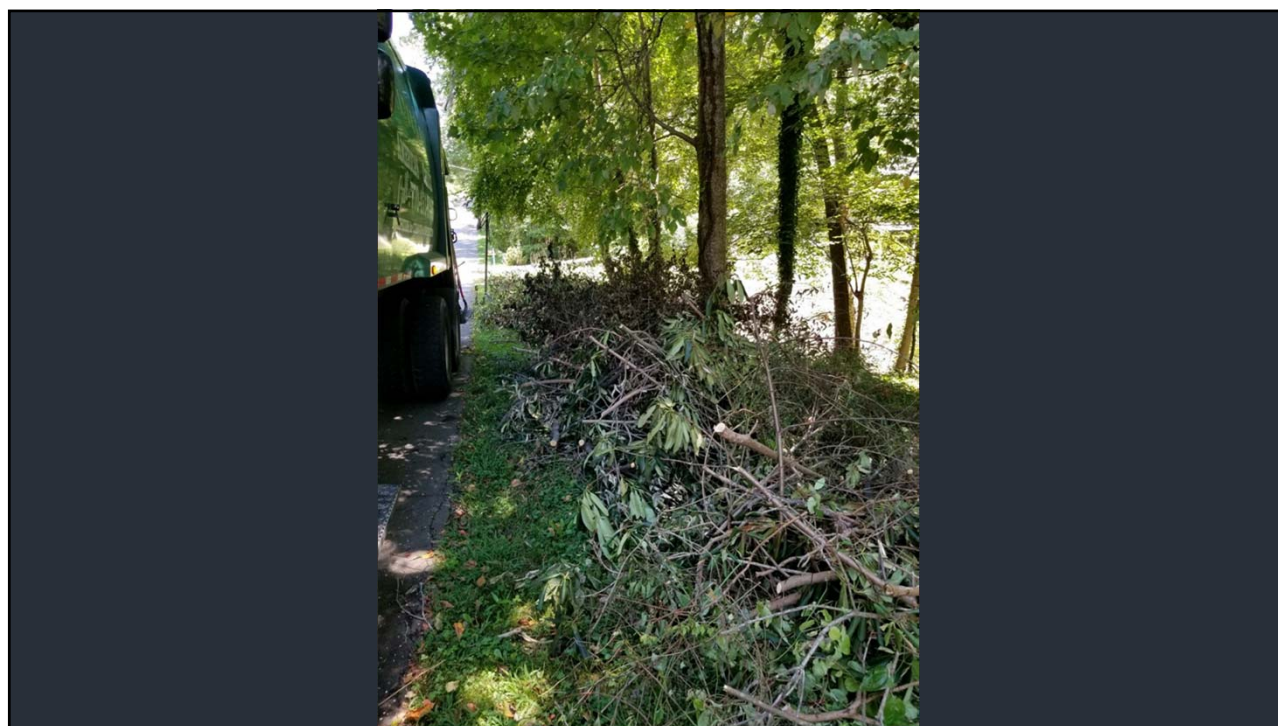
















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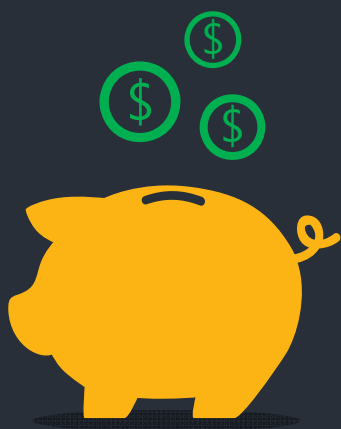
Recommendations

- Policy/Ordinance Revisions
 - Limitations
- Education
 - Mailers, Social Media, Website
- Enforcement



www.townofblackmountain.org

Cost Estimates



- 1 Continuing same services with Waste Pro: estimated cost of **\$1.2M plus tipping fees.**
- 2 Continuing with Waste Pro at County service level estimated **\$930,000 plus tipping fees.**
- 3 Bringing services in house at current service level estimated **\$ 802,000 including tipping fees.**

www.townofblackmountain.org

Sanitation Cost and Usage Report

Annual Costs	FY18-19
Waste Pro Contract	\$499,458.31
Recycling Contract -	\$107,416.91
First Contract (leaf assistance program)	\$0.00
Misc. (postage, professional dev. activity)	\$245.00
Public Education Costs	\$0.00
Number of Customers	4423

Costs (FY17-18)	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL FY18-19
Landfill- Residential & Commercial	\$8,097.63	\$11,153.95	\$10,385.88	\$10,085.29	\$12,034.45	\$9,563.38	\$9,454.51	\$8,935.48	\$9,954.81	\$11,320.12	\$12,166.27	\$12,108.05	\$125,259.82
Landfill- Tires	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.00
Landfill- Yard waste	\$874.00	\$617.00	\$932.00	\$713.40	\$458.00	\$405.40	\$184.20	\$130.40	\$97.40	\$624.00	\$601.60	\$479.40	\$6,116.80
Telephone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GDS Contract	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$499,458.31
Recycling Contract - (Curbside & GDS)	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$107,416.91
First Contract (leaf assistance program)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc. (postage, professional dev. activity)	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$245.00
Public Education Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monthly Cost- Total	\$59,564.98	\$62,364.30	\$61,915.23	\$61,392.04	\$63,085.80	\$60,562.13	\$60,232.06	\$59,659.23	\$60,945.56	\$62,537.47	\$63,361.22	\$63,180.80	\$738,500.84
Monthly Cost per customer	\$13.47	\$14.10	\$14.00	\$13.88	\$14.26	\$13.69	\$13.62	\$13.49	\$13.71	\$14.14	\$14.33	\$14.28	\$166.97
													Annual Cost- Total
													Annual Cost/ customer

Tonnages (FY17-18)	Q1				Q2				Q3				Q4				TOTAL FY18-19
	July	August	September	October	November	December	January	February	March	April	May	June					
Recycling	51.67	49.92	53.25	48.51	53.85	52.15	56.48	52.75	55.85	55.05	54.9	52.6	636.98				636.98
Landfill- Residential & Commercial	172.29	233.59	217.57	211.21	252.03	200.28	198	187.13	213.79	237.07	254.79	253.5	2631.25				2631.25
Landfill- Tires	0	0	2	0	0	0	0	0	0	0	0	0	2				2
Landfill- Yard waste	43.7	30.85	46.6	35.67	22.90	20.27	9.21	6.52	4.87	31.2	30.08	23.8	305.67				305.67
Recycling Tons per Customer per Qtr		0.0117			0.0110			0.0128			0.0124		0.144015374				0.144015374
Landfill- Res. & Comm. per Customer	0.0390	0.0528	0.0492	0.0478	0.0670	0.0453	0.0448	0.0423	0.0483	0.0536	0.0576	0.0573	0.5949				0.5949
Landfill- Tires per Customer	0	0	0.00045218	0	0	0	0	0	0	0	0	0	0.000452182				0.000452182
Landfill- Yard waste Per Customer	0.0099	0.0070	0.0105	0.0081	0.0052	0.0046	0.0021	0.0015	0.0011	0.0071	0.0068	0.0054	0.0691				0.0691
Combined Landfill Waste per Customer	0.0488	0.0598	0.0602	0.0558	0.0622	0.0499	0.0468	0.0438	0.0494	0.0607	0.0644	0.0627	0.6645				0.6645
Combined Landfill Waste- Total per Month	215.99	264.44	266.17	246.88	274.93	220.55	207.21	193.65	218.66	268.27	284.87	277.3	2938.92				2938.92
													3575.9	Total Refuse & Recycling			
													17.81%	% of Waste Recycled			

Sanitation Statistics								
	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Total Trash Stops Missed	36	12	17	13	12	13	11	11
Total Recycle Stops Missed	4	7	4	11	6	8	3	1
Weeks in the month	5	4	5	5	4	4	5	4
Weekly Service Locations: Trash	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080
Weekly Service Locations: Recycle	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040
Total Trash Stops Each Month	20,400	16,320	20,400	20,400	16,320	16,320	20,400	16,320
Total Recycle Stops Each Month	10,200	8,160	10,200	10,200	8,160	8,160	10,200	8,160
% Trash Missed	0.18%	0.07%	0.08%	0.06%	0.07%	0.08%	0.05%	0.07%
% Recycle Missed	0.04%	0.09%	0.04%	0.11%	0.07%	0.10%	0.03%	0.01%

* Total trash & recycle stops missed could also include residents who do not follow guidelines for setting items out by 7:00 am

Sanitation Statistics								
	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19
Total Trash Stops Missed	9	3	12	7	8	3	12	14
Total Recycle Stops Missed	3	1	3	1	4	1	3	2
Weeks in the month	4	5	4	4	5	4	4	5
Weekly Service Locations: Trash	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080
Weekly Service Locations: Recycle	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040
Total Trash Stops Each Month	16,320	20,400	16,320	16,320	20,400	16,320	16,320	20,400
Total Recycle Stops Each Month	8,160	10,200	8,160	8,160	10,200	8,160	8,160	10,200
% Trash Missed	0.06%	0.01%	0.07%	0.04%	0.04%	0.02%	0.07%	0.07%
% Recycle Missed	0.04%	0.01%	0.04%	0.01%	0.04%	0.01%	0.04%	0.02%

* Total trash & recycle stops missed could also include residents who do not follow guidelines for setting items out by 7:00 am

Sanitation Statistics								
	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20
Total Trash Stops Missed	15	10	9					
Total Recycle Stops Missed	2	3	1					
Weeks in the month	4	4	4	4				
Weekly Service Locations: Trash	4,080	4,080	4,080	4,080				
Weekly Service Locations: Recycle	2,040	2,040	2,040	2,040				
Total Trash Stops Each Month	16,320	16,320	16,320					
Total Recycle Stops Each Month	8,160	8,160	8,160					
% Trash Missed	0.09%	0.06%	0.06%					
% Recycle Missed	0.02%	0.04%	0.01%					

BUNCOMBE COUNTY LANDFILL TOTALS 2018-2019

July-18			August-18			September-18		
	Tons	Amount		Tons	Amount		Tons	Amount
Residential MSW	0.00		Residential MSW	0.00		Residential MSW	0.00	\$0.00
Comm MSW	0.00		Comm MSW	0.00		Comm MSW	0.00	\$0.00
Wood Waste	43.70	\$874.00	Wood Waste	30.85	\$617.00	Wood Waste	46.60	\$932.00
Comm C & D	0.00		Comm C & D	0.00		Comm C & D	0.78	\$34.13
Res. MSW at TS	154.76	\$7,273.72	Res. MSW at TS	233.59	\$11,153.95	Res. MSW at TS	216.79	\$10,351.75
Comm MSW at TS	17.53	\$823.91	Comm MSW at TS	0		Comm MSW at TS	0	\$0.00
	215.99	\$8,971.63		264.44	\$11,770.95	Tires	2.00	\$4.00
							266.17	\$11,321.88
October-18			November-18			December-18		
	Tons	Amount		Tons	Amount		Tons	Amount
Residential MSW	0.00		Residential MSW			Residential MSW		
Comm MSW	0.00		Comm MSW			Comm MSW		
Wood Waste	35.67	\$713.40	Wood Waste	22.90	\$458.00	Wood Waste	20.27	\$405.40
Comm C & D	0.00		Comm C & D			Comm C & D		
Res. MSW at TS	180.66	\$8,626.53	Res. MSW at TS	189.48	\$9,047.69	Res. MSW at TS	189.06	\$9,027.62
Comm MSW at TS	30.55	\$1,458.76	Comm MSW at TS	62.55	\$2,986.76	Comm MSW at TS	11.22	\$535.76
	246.88	\$10,798.69		274.93	\$12,492.45		220.55	\$9,968.78
January-19			February-19			March-19		
	Tons	Amount		Tons	Amount		Tons	Amount
Residential MSW	0.00		Residential MSW	0.00		Residential MSW	5.29	\$231.44
Comm MSW	0.00		Comm MSW	0.00		Comm MSW	0.00	
Wood Waste	9.21	\$184.20	Wood Waste	6.52	\$130.40	Wood Waste	4.87	\$97.40
Comm C & D	0.00		Comm C & D	0.00		Comm C & D	0.00	
Res. MSW at TS	198.00	\$9,454.51	Res. MSW at TS	187.13	\$8,935.48	Res. MSW at TS	208.50	\$9,723.37
Comm MSW at TS	0.00		Comm MSW at TS	0.00		Comm MSW at TS	0.00	
	207.21	\$9,638.71		193.65	\$9,065.88		218.66	\$10,052.21
April-19			May-19			June-19		
	Tons	Amount		Tons	Amount		Tons	Amount
Residential MSW	0.00		Residential MSW			Residential MSW	0.00	
Comm MSW	0.00		Comm MSW			Comm MSW	0.00	
Wood Waste	31.20	\$624.00	Wood Waste	30.08	\$601.60	Wood Waste	23.80	\$479.40
Comm C & D	0.00		Comm C & D			Comm C & D	0.00	
Res. MSW at TS	237.07	\$11,320.12	Res. MSW at TS	254.79	\$12,166.27	Res. MSW at TS	253.50	\$12,108.05
Comm MSW at TS	0.00		Comm MSW at TS			Comm MSW at TS	0.00	
	262.27	\$11,944.12		284.87	\$12,767.87		277.30	\$12,587.45

September-19

	Tons	Amount		Tons	Amount		Tons	Amount
Residential MSW			Residential MSW			Residential MSW		
Comm MSW			Comm MSW			Comm MSW		
Wood Waste	30.28	\$605.60	Wood Waste	15.93	\$318.60	Wood Waste	25.74	\$514.80
Comm C & D			Comm C & D			Comm C & D		
Res. MSW at TS	138.14	\$6,596.22	Res. MSW at TS	228.62	\$10,916.65	Res. MSW at TS	105.95	\$5,059.14
Comm MSW at TS			Comm MSW at TS			Comm MSW at TS	3	\$143.25
	168.42	\$7,201.82		244.55	\$11,235.25		134.69	\$5,717.19

October-19			November-19		
	Tons	Amount		Tons	Amount
Residential MSW	3.53	\$154.44	Residential MSW		
Comm MSW			Comm MSW		
Wood Waste	10.54	\$210.80	Wood Waste		
Comm C & D			Comm C & D		
Res. MSW at TS	65.92	\$3,147.68	Res. MSW at TS		
Comm MSW at TS			Comm MSW at TS		
	79.99	\$3,512.92			

	January-20		February-20			
	Tons	Amount	Tons	Amount	Tons	Amount
Residential MSW			Residential MSW		Residential MSW	
Comm MSW			Comm MSW		Comm MSW	
Wood Waste			Wood Waste		Wood Waste	
Comm C & D			Comm C & D		Comm C & D	
Res. MSW at TS			Res. MSW at TS		Res. MSW at TS	
Comm MSW at TS			Comm MSW at TS		Comm MSW at TS	

	April-20	May-20	June-20	
	Tons	Amount	Tons	Amount
Residential MSW				
Comm MSW				
Wood Waste				
Comm C & D				
Res. MSW at TS				
Comm MSW at TS				
Residential MSW				
Comm MSW				
Wood Waste				
Comm C & D				
Res. MSW at TS				
Comm MSW at TS				

Current Annual Total Tons	627.65
Current Annual Dollar Amount	\$27,667.18

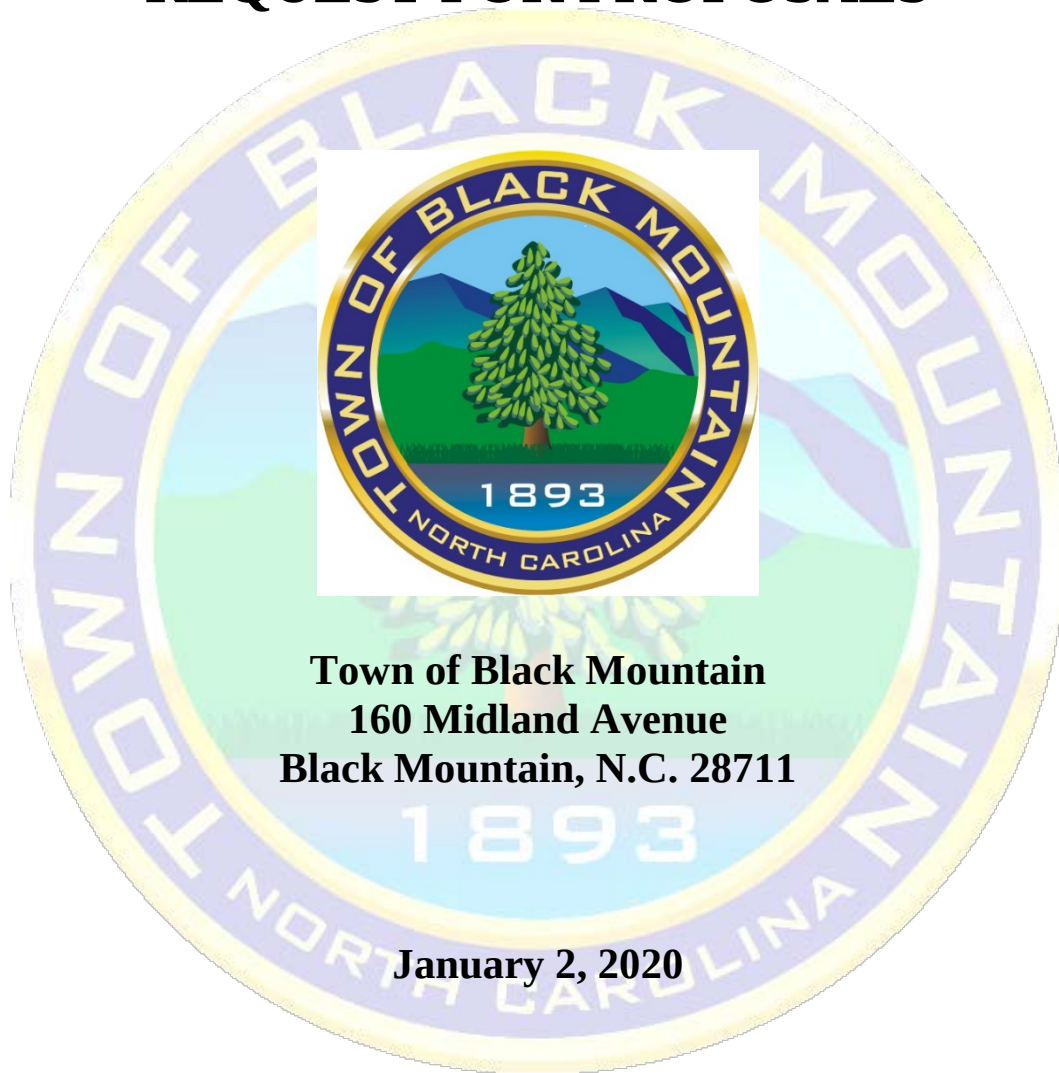
Effective 9/1/09 landfill fees increased to \$43.00 per ton and Transfer Station fees increased to \$47.00 per ton - \$20.00 per ton for wood waste. Min. of \$10. on Wood Waste

Wood Waste	82.49
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TOWN OF BLACK MOUNTAIN

SOLID WASTE SERVICES

REQUEST FOR PROPOSALS



**Town of Black Mountain
160 Midland Avenue
Black Mountain, N.C. 28711**

January 2, 2020

Town of Black Mountain Solid Waste Services

Summary of Request for Proposals

Service Description

The Town of Black Mountain (the Town) is requesting Proposals for the collection and disposal of residential and commercial garbage and the collection of residential and commercial recyclables, bulky items, white goods, yard waste and seasonal leaf collection.

It is the intent of this Request for Proposal (RFP) to lead to an agreement between the selected contractor(s) and the Town, which will provide these services as a single contract.

Receipt and Opening of Bids

Sealed proposals must be received and on file with the office of the Town Manager at 160 Midland Avenue, Black Mountain, North Carolina, 28711 on or before **3:00 p.m. on Monday, February 3, 2020**, at which time they will be publicly opened and read aloud. The envelope containing the Proposal must be sealed and clearly marked "Solid Waste Services Request for Proposals." One (1) original and two (2) copies of the proposal must be presented with the name and address of the proposer clearly shown and in accordance with instructions and upon forms furnished by the Town.

The Town of Black Mountain reserves the right to reject any and all Proposals and to decline to award a contract for these services. The Town will bear no responsibility for costs incurred in preparation of responses to this RFP.

Schedule

Sealed proposals are due by **3:00 p.m. on Monday, February 3, 2020**. The Town plans to select contractor(s) and sign contract(s) by September 1, 2020. Contracted services will begin October 1, 2020 and extend through September 30, 2024. The Town will retain an option to extend the contract for two (2) additional two-year terms to end on September 30, 2026 and to September 30, 2028.

Town Contact

All inquiries about this RFP must be made in written form (including mail, e-mail or fax) to the Town Manager:

Town of Black Mountain
Attention: Josh Harrold, Town Manager
160 Midland Avenue
Black Mountain, N.C. 28711
Telephone: (828) 419-9300 x 311
Fax: (828) 669-4204
E-Mail: townmanager@townofblackmountain.org

Unless authorized by the Town Manager, no other Town Official or employee is empowered to speak for the Town with respect to this RFP.

Town of Black Mountain Solid Waste Services

Instructions to Proposers

Preparation of the Proposal

All bid proposals shall be made on the forms attached and shall give the amount of the bids for work in both words and figures and must be signed by the contractor as proposer. All blank spaces in each bid proposal form must be completed in full in ink or typewritten. In case of a discrepancy, prices written out in words in the proposal form shall govern and any errors found elsewhere, will be corrected.

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

For purposes of evaluation and award, all bids shall remain firm for no less than sixty (60) days. The successful bidder's pricing shall be firm for a period of four years upon award with option to renew for two additional one-year terms.

Qualifications of Proposer

All proposers shall have adequate financial resources, experienced personnel, equipment, availability of adequate disposal facilities and expertise to perform the services required by these specifications.

A proposer must be prepared to furnish satisfactory evidence to the Town that the proposer can and does meet the above required qualifications. No contract will be awarded to any company which, as solely determined by the Town, has an unsatisfactory performance record or inadequate experience, or which lacks the necessary capital, organization, disposal facilities and equipment to conduct and complete the services in full accordance with the specifications.

All proposers shall comply with the applicable solid waste laws of the United States of America and the State of North Carolina, the rules and regulations promulgated there under; the Code of Ordinance of the Town of Black Mountain; and where applicable, the rules and regulations of Buncombe County, North Carolina. The proposer shall meet all requirements of these laws, rules and regulations, including any subsequent changes.

Site Conditions

Proposers shall satisfy themselves by personal investigation and by any other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No verbal information derived from the Town or its employees shall relieve the proposer from any risk or from fulfilling all terms of the contract.

All proposers shall tour the area and familiarize themselves with the work contemplated in the contract. Submission of a proposal shall be deemed conclusive evidence that such a tour has been made by each proposer and shall constitute a waiver by each of all claims in proposal, withdrawal of proposal, payment of extras, or combination thereof, under the executed contract, of any revision thereof.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.

Rates and Modifications to Rates

Rates shall be firm for the first four (4) year term of this contract. The rate that may be charged by the contractor for the additional terms of this contract may be adjusted to reflect changes in the cost of operation. The contractor must request any adjustment in rates in writing. Requests must be made not less than sixty (60) days prior to the expiration of the current year's contract.

In calculating bid pricing to be offered, bidders are cautioned to include all costs associated with providing the services identified. Those costs should include, but not be limited to equipment, manpower, cost of fuel, maintenance of equipment, etc. Adjustments to rates on an annual basis after the initial first twelve-month contract term will only be allowed as follows:

Any increase in rates may not exceed the percentage of increase in the Consumer Price Index (CPI) for the prior twelve (12) month period. Documentation of the change in the CPI must be furnished with the contractor's rate adjustment letter. No requested increase shall exceed five percent (5%) regardless of CPI for any one (1) year term. Requests must be made not less one hundred eighty (180) days prior to the expiration of the current year's contract.

The Town has the right to review and accept or reject rate adjustment requests. If the rate adjustment is rejected, contractor will have the opportunity to withdraw rate request and continue contract at existing rates. If parties involved are unable to resolve the pricing issue, the Town may terminate the contract with thirty (30) days written notice to the contractor and the contract will expire on June 30th of the effected year. Subsequently, the Town would issue a new bid request to establish a new contractor to provide this service.

Bid Security and Evidence of Insurance

Each bid must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the total annual bid price, payable to the Town of Black Mountain. Should the Town not accept the proposal, the certified check or bid bond deposited herewith will be returned. Should a bid(s) be accepted by the Town and the contractor(s) executes a proposed contract and furnishes the required performance bond within ten (10) days after receiving notification from the Town that such bid was accepted, the certified check or bid bond deposited herewith will be returned to the undersigned.

A Certificate of Insurance or other document evidencing the coverages set forth in the proposed contract must also accompany each proposal.

Liquidated Damages for Failure to Enter Into the Contract

The contract(s) shall be deemed awarded effective upon the vote or resolution of the Board of Aldermen and formal notice of such award.

The proposer(s) to whom the contract(s) are 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 Town and the selected proposer) and to furnish all required insurance certificates. In case of proposer's refusal or failure to do so within ten (10) days after its receipt of formal notice of award, proposer will be considered to have abandoned all rights and interest in the award, and proposer's proposal security may be declared forfeited to the Town as liquidated damages. The award may then be made to another proposer or the work readvertised for proposals as the Town may elect.

Security for Performance

A letter shall accompany the proposal from a corporate surety that must be satisfactory to the Town stating the Performance Bond will be furnished by that corporation to the person submitting the proposal in the event it is the successful proposer. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the Power of Attorney attached thereto.

The successful proposer will be required to furnish a Performance Bond as security for the faithful performance of this contract. Said performance bond must be in the amount of the cost of four (4) months collection renewable annually.

Premium for the bonds described above shall be paid by the contractor. A certificate from the surety showing the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of North Carolina.

Power of Attorney

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

Name, Address and Legal Status of the Proposer

The proposal must be properly signed in ink and the address of the proposer given. The legal status of the proposer, whether corporation, partnership, or individual, shall also be stated in the proposal. The place of residence of each proposer, or the office address in the

case of a firm or company, with telephone numbers must be given. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws.

If the proposer 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 bid as an agent of another or others must submit with their bid legal evidence of their authority to do so.

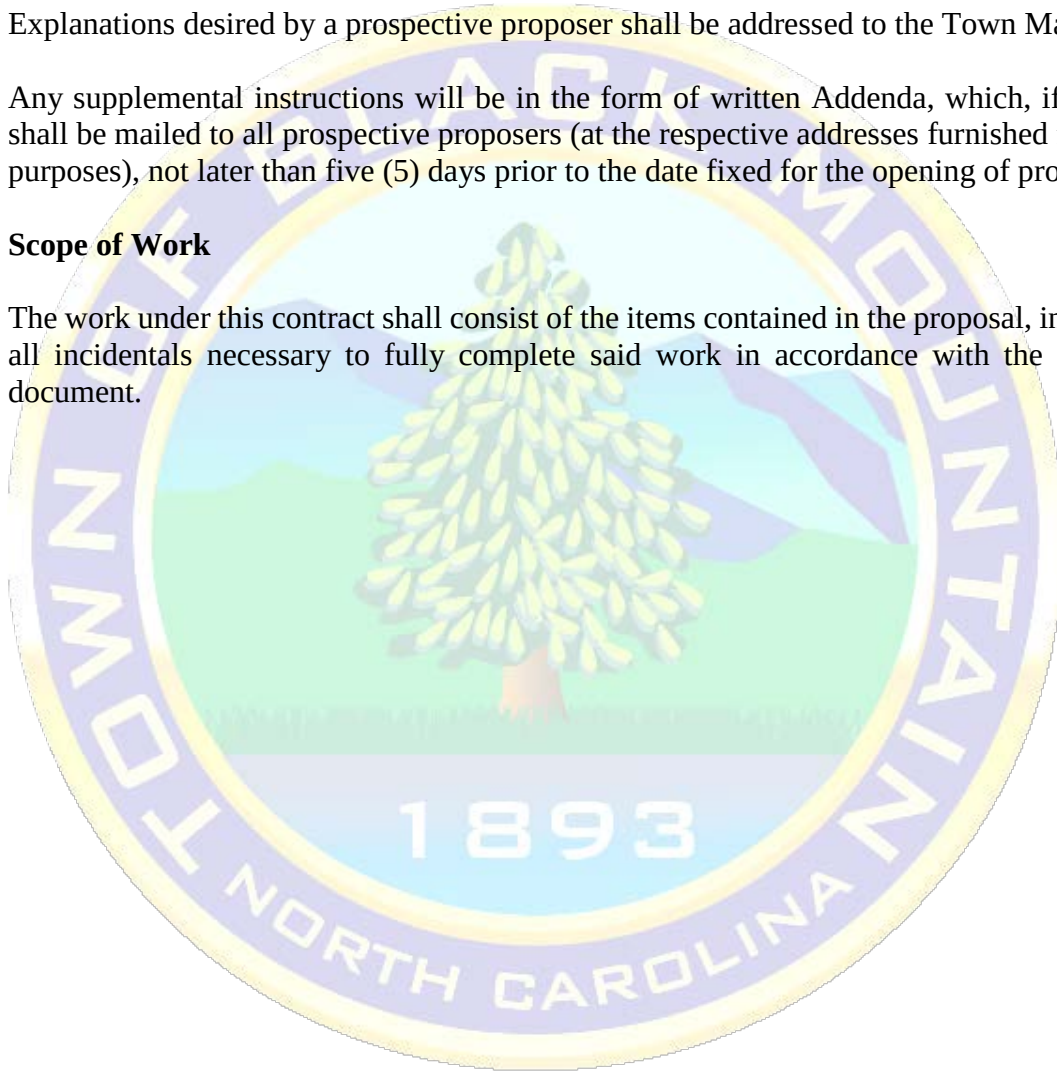
Addenda and Explanations

Explanations desired by a prospective proposer shall be addressed to the Town Manager.

Any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed to all prospective proposers (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of proposals.

Scope of Work

The work under this contract shall consist of the items contained in the proposal, including all incidentals necessary to fully complete said work in accordance with the contract document.



Chapter 1 – Overview

A. Priorities

This RFP and the ensuing contractor selection process have been designed to produce a new solid waste contract that builds on the successes from the current collection and processing contract.

RFP Principles

The Town has developed the following principles to create this RFP and to guide the contractor selection process. The Town seeks:

- Minimum cost
- High quality of service
- Equitable levels of service for all customers
- Minimum customer confusion and service disruption
- Competitive environment now and in the future
- Opportunities for service evolution
- Services based on container type instead of dwelling or customer type
- Opportunities for contractor innovation
- Reduced environmental impacts
- Optimal risk allocation

Solid Waste Policies

The solid waste and recycling policies found in the Black Mountain Statement of Policy will guide the RFP and service contracts. Copies of the policies are available in Appendix B.

B. RFP and Proposal

This RFP is based on a two-prong approach, inviting both comparable and innovative proposals to fulfill the Town's RFP Principles:

1. **Base Proposal** – All Proposers may submit a Base Proposal that covers a prescribed Base Service as described below in Section C and in greater detail in Chapter 2 – Base Services and Appendix A – Solid Waste Services Contract. This Base Service was developed by the Town as a “rational” system that would meet the RFP principles, including efficiency, cost and customer service.
2. **Alternative Proposals** – The Town also welcomes alternative proposals with variations from the Base Services that would provide lower system costs, increased efficiency, reduced impacts, better customer service and/or other benefits to the Town and residents.

Under this design, proposals will have both required and optional components:

- All proposers may submit a base proposal covering the collection and disposal of all waste streams and recycling in the manner described below under Base Service.
- Proposers have the option of submitting Alternative Proposals. The Town welcomes alternatives to the Base Services, from minor revisions in service to major system changes.

C. Base Proposals

Chapter 2 – Base Services describes a universal Base Service to which all Proposers must respond, including:

- Contract Collection Areas – Proposers are required to submit proposals for service in the entire Town.
- Same Day Collection – Contractors will collect all materials within each collection route on the same day each week.
- Commingled Recycling Collection – All recyclables currently collected by the Town will continue to be collected in a single-stream.
- Recycling and Yard Waste Processing and Marketing – In the Base Proposal, the Town also welcomes optional proposals for processing of recycling and yard waste. Proposers may submit integrated prices for processing with collection or separate processing-only prices, but all proposals must include collection services. One contractor could process all of the recyclables and yard waste.

A full description of these Base Services is contained Chapter 2 – Base Services and in Appendix A – Solid Waste Services Contract.

D. Alternative Proposals

Chapter 3 – Alternative Proposals describes the framework for developing and proposing alternatives to the Base Services including changes to the contract specifications, the proposed system operations, the methods of payment or other conditions. Alternatives should be based on superior benefits to the Town and residents over the described Base Services.

E. Background on Black Mountain's Customers

The Town of Black Mountain has a population of approximately 8,500 residents and covers 6.8 square miles. Garbage collection services are provided to approximately 4,080 households. Presently, garbage collection services are provided through a contract with an outside agency.

Data from FY2018-2019 is summarized below:

Additional data is available by contacting Public Works at 828-419-7202.

Approximate number of service locations: 4,254

	TOTAL FY18-19	
Tonnages		
Recycling	636.98	
Landfill- Residential & Commercial	2631.25	
Landfill- Tires	2	
Landfill- Yard waste	305.67	
Recycling Tons per Customer per Qtr	0.144015374	
Landfill- Res. & Comm. per Customer	0.5949	
Landfill- Tires per Customer	0.000452182	
Landfill- Yard waste Per Customer	0.0691	
Combined Landfill Waste per Customer	0.6645	
Combined Landfill Waste- Total per Month	2938.92	
	3575.9	Total Refuse & Recycling
	17.81%	% of Waste Recycled

Chapter 2 – Base Services

This chapter describes specific Base Service conditions for collecting garbage, recycling, white goods and yard waste. These conditions represent a uniform service to which all proposers may respond in their Base Proposal. In addition, the base proposals may include – at proposer’s option – prices for collection with processing of recycling and/or yard waste. The RFP also welcomes additional proposals that lay out alternatives to the Base Service conditions (see Chapter 3 – Alternative Proposals).

The Base Services are described below. Appendix A – Solid Waste Services Contract contains definitions for all terms and the details of service provision.

A. Service Collection Areas

A map of the current Town limits is available for review at Town Hall. All proposers should be familiar with the Town limits, including recently annexed areas, prior to making a proposal.

One contractor will provide collection services for all services.

B. Processing Areas

Along with the collection proposals, proposers may submit optional proposals for processing the recyclables and yard waste in Town.

C. Collection Services and Customers

Proposals must cover all collection services in Town. The Town designates four types of collection services:

- Garbage Can – Residential collection service can be requested by any customer, regardless of structure type or size. Residential and commercial collection service is limited up to two (2) receptacles with a capacity of not more than ninety-six (96) gallons **total** and not to exceed fifty (50) pounds each in weight when filled. The Town does not provide services for large commercial, industrial or manufacturing operations. The Town also does not provide dumpster services.
- Curbside Recycling – Residential and commercial collection service has served accounts regardless of structure type or size. Service is limited up to two (2) receptacles with a capacity of not more than ninety-six (96) gallons **total** and not to exceed fifty (50) pounds each in weight when filled. The town does not provide additional commercial recycling services. It is not available to commercial customers who have dumpsters for their refuse service. Weekly recycling collection is desired.
- Yard Waste – Yard waste collection service can be requested by any customer, regardless of structure type or size. Volume is limited to 8 cubic yards of material per request. The town does not accept tree removal (stumps logs, anything larger than 3 inches in diameter or 6 feet in length), any debris from tree removal, or lot clearing. Waste must be natural vegetation only and not building materials or treated wood. * RFP may quote brush removal separately or propose alternate brush removal plan. Contractor must dispose of all yard waste as such and not include it with garbage disposal.

- White Goods Collection – Residential collection service can be requested by any customer, regardless of structure type or size.

The Town also has available information on garbage, yard waste and recyclable contract tonnages for the past three-year period. Contact Tausha Millwood at Public Works for this information at 828-419-7202.

D. General Collection Requirements

The following general conditions apply to collection services under the Base Proposal:

1. All Waste Streams – Contractors will be responsible for collection of all residential garbage, bulky, items, yard waste, white goods and/or recyclables within Town.
2. Same Day Collection – Contractors will collect all residential garbage and recyclables within each collection route on the same day each week. Contractors are encouraged to continue the current day of the week for garbage collection wherever possible.
3. Container Location – Contractors will collect garbage and recycling primarily from curb locations. In addition, backdoor garbage, yard waste and recycling collection will continue to be provided to residents who are physically unable to place materials at the curb (currently 1% of customers). These backdoor collection services will continue to be available under the new contract.
4. Manner of Collection – Contractors will provide all services according to the specifications described in Appendix A – Solid Waste Collection and Processing Contract.

E. Garbage Collection

The following conditions apply to garbage collection under the Base Proposal:

1. Weekly Collection – Contractors will provide weekly collection of garbage from all can customers. Contractors will also provide weekly collection of garbage from commercial establishments with hand receptacles. Bulky items shall be picked up on the same day of the week as regular garbage pickup for each location.
2. Service Level – Contractors will monitor garbage service levels including excess materials.

3. Extra Garbage – Any customer who wishes to have the contractor make a special or extra pickup may contact the contractor to make arrangements. Any fees for special services not covered under this contract shall be payable to the contractor by that customer upon services delivered. The Town will not incur any costs for special services to residents or businesses not contracted through the Town.

F. White Goods Collection

The following conditions apply to white goods collection under the base proposal:

Weekly Collection - In the base proposal, contractors will provide weekly collection of white goods from all curb premises.

G. Bulky Item Collection

The following conditions apply to bulky item collection under the base proposal:

Weekly Collection - In the base proposal, contractors will provide weekly collection of bulky items from all curb premises.

H. Yard Waste and Leaf Collection

The following conditions apply to yard waste collection under the Base Proposal:

1. Weekly Collection – Contractors will provide weekly collection of yard waste year-round, in addition to separate collections for bagged leaves during peak season.
2. Bagged leaves will automatically be collected at curbside from October 1 through December 31, without needing to contact the town. The contractor will be required to maintain a collection schedule that monitors all streets in town at least twice weekly, more if determined necessary by the town. Contractor shall complete a daily route sheet (provided by the town) to document date and problem areas noted during pick-up. These are to be turned in to Public Works at the end of each collection day.
3. Yard waste and leaf collection shall not be combined with garbage collection.

I. Recycling Collection

The following conditions apply to recycling collection under the Base Proposal:

1. Weekly Collection – In the Base Proposal, Contractors will provide weekly collection of recyclable material from all curb premises.
2. Containers – The Town will supply up to two (2) receptacles with a capacity of not more than ninety-six (96) gallons each. (One for garbage and one for recycling). Additional receptacles may be purchased from the town. Blue recycling bags are prohibited. The contractor will be asked to distribute new containers to residents on an as-needed basis.
3. Recyclable Materials – Contractors will collect recycling in a single stream. Collectors are expected to maintain the current list of acceptable items currently collected by the Town. Public Works Department maintains a current list of acceptable items.

J. Street Receptacles

All Town owned street trash and recycling receptacles will be picked up three times per week (Monday, Wednesday and Friday) year-round. Bags are to be placed back in street receptacles by the Contractor. The Town shall furnish bags.

K. Non-Acceptable Refuse

The Town does not provide services for industrial or manufacturing operations. The Town also does not provide collection services for building materials, tires, car parts, hazardous waste (i.e. poisons, acids, caustics, chemical liquids, paints, and infectious materials), tree stumps, tree removal debris, or whole trees. The Town is also not responsible for picking-up large quantities of brush or waste resulting from lot clearing or tree removal. These services and/or waste streams must be collected, removed and disposed of by the property owner or through a private contractor or hauler.

The Town welcomes alternative proposals through this RFP process that would provide special programs or services for the non-acceptable refuse items. The Town also welcomes alternative proposals for yard waste removal.

L. Dumpster Service

Contractor shall provide and collect garbage from town owned dumpsters at the following locations on the following schedule:

Location	Size	Pickups per week	Day(s)
West St/Behind Police Department	8 yard	2	Tuesday/Friday

Lake Tomahawk/ Swimming	8 yard	2	Monday/Friday
Hwy 70/Public Works Facility	8 yard	1	Wednesday
Golf Course/ Ross Dr	8 yard	2	Monday/Friday
Recreation Park/ Rec Park Dr	8 yard	2	Monday/Friday
Town Hall	8 yard (OCC)	2	Tuesday/Friday
Carver	8 yard	1	Monday

During the annual Sourwood Festival, Contractor will provide and collect garbage/recycling from two (2) – eight (8) yard dumpsters, two (2) full size compactor trucks and four (4) personnel that are paid by the Contractor, two of which are available for a morning shift and two available for an evening shift, both Saturday and Sunday of the event. Contractor agrees to pick up refuse and recyclables after smaller festivals and special events, provided they are left in a mutually agreeable location for pick-up.

During the bi-annual Town-wide Clean-Ups, Contractor will collect garbage from roadsides.

Chapter 3 – Alternative Proposals

The Town welcomes alternative proposals for collection and processing, which result in a more efficient system, reduce environmental impacts, provide better customer service, and/or result in lower overall system costs.

The Town has chosen a two-prong approach for this RFP:

1. Requiring that all Proposals cover a prescribed Base Service level (described in Chapter II – Base Services) and,
2. Requesting Alternative Proposals to the Base Service level that would provide superior benefits to the Town and residents (described in this chapter).

Alternative Proposals can range from minor revisions to collection service to major system changes. The Town anticipates at least three general types of Alternative Proposals: alternative collection services, alternative transfer and processing systems, alternative

payment methods. Specific examples are provided below for illustrative purposes only and are not intended to be all-inclusive or preferred.

Alternative collection services:

The Town encourages proposed changes to the Base Services or contract specifications, which would lower proposal costs, increase recycling or increase customer satisfaction, such as:

- Variations in collection frequencies or methods of collection;
- A different mix of recyclables than identified in the Base Service level;
- Changing the manner of collection service or collection performance requirements to reduce overall price;
- Providing more services to customers without significantly increasing costs.

Alternative transfer or processing systems

The Town encourages proposed changes to transfer, processing or disposal that would lower total system costs, increase overall efficiency or increase diversion, such as:

- Use of transfer stations; or,
- Transferring recyclables, white goods or recyclables to alternate facilities.

Alternative payment methods

The Town encourages proposed changes to the method of contractor payment, such as:

- The method of base year payment;
- The levels or methods for fines or withholding payments, or
- The method of annual payments adjustment.

Evaluation of Alternatives

The Town is looking for Alternative Proposals that offer reduced overall system costs, superior system efficiency, improved customer service, and/or reduced environmental impacts. Instructions for submitting Alternative Proposals are provided in Chapter V- Proposal Instructions. Proposals will be evaluated specifically under the RFP principles in chapter 1 – Overview and the Evaluation Criteria in Chapter IV – Selection Process. If the Town concludes that an Alternative Proposal offers superior benefits, then the Town could require all finalists to propose a price for that alternative under Final And Best Offers.

Chapter 4 – Selection Process

The Town has developed a review process built on specific review phases and flexibility within the phases for selecting final and winning proposals. The Town has established specific criteria to guide the evaluation but does not anticipate using a weighted ranking system.

A. Proposed Schedule

List a schedule here.

B. RFP Distribution and Information

Request for Proposals will be advertised on the Town's website and in the Asheville Citizen-Times and distributed to a vendor list of contractors already on file for solid waste services. Contact information will be required from contractors prior to the distribution of the RFP. Questions posed by potential proposers and the Town's answers will be provided to all potential proposers.

C. Proposal Review

All proposals will be reviewed for clarity and completeness. Proposals must include: responses to all questions in Chapter VI and all completed forms in Chapter VII.

Proposals determined to be complete and responsive will be forwarded to the Evaluation Committee. The Town may request clarifying information and/or may choose to remove proposals from further consideration without seeking additional information. The Town may also require initial presentations. The Town reserves the right to reject any and all proposals.

D. Contractor Evaluation

Proposals will be evaluated by a Contractor Evaluation Committee (CEC), appointed by the Town Manager, and composed of individuals with possible legal, financial and solid waste management backgrounds. The committee may include outside consultants. The Manager retains the right to forgo the appointment of a committee and make sole determination as to the recommended award of the contract.

E. Solid Waste Priorities and Proposal Selection

The CEC will evaluate all proposals based on established solid waste management priorities. Each proposal will be evaluated on its responsiveness to improve the quality, efficiency and impacts of all residential solid waste services. Furthermore, the Town has identified specific principles, as listed in Chapter 1 – Background, to guide the CEC in selecting proposals that are responsive and innovative in supporting to the Town's values. Specifically, the Town desires residential collection and processing services that will provide:

- Minimum cost
- High quality of service
- Equitable levels of service for all customers
- New services desired by customers
- Minimum customer confusion and service disruption
- Competitive Proposer environment now and in the future
- Opportunities for service evolution
- Services based on container type instead of dwelling or customer type
- Opportunities for contractor innovation
- Reduced environmental impacts
- Optimal risk allocation

These values and principles help frame the overall priorities for the proposal evaluation and contract selection process.

F. Evaluation Criteria

The following criteria and the supporting Chapter VI – Proposal Questions – were developed to provide specific guidance to the Contractor Evaluation Committee (CEC) in understanding program priorities and selecting proposals that will best serve the goals and needs of the Town.

The evaluation criteria are divided into four categories:

- Proposer’s background and past performance
- Proposed operations
- Proposed program implementation, customer outreach and relations
- Total system price
-

The Town does not expect to use a weighted ranking to compare proposals.

1. **Proposer’s Background and Past Performance**– The Town seeks contractors with secure and reliable financial standing, limited past litigation problems, extensive and successful service delivery, state of the art equipment and communications, high customer and client satisfaction and a strong record of environmental compliance.

Specifically, proposers will be evaluated on: litigation history, financial strength, successful experience in other jurisdictions (or with the Town), customer complaint and resolution, references from jurisdictions in which the proposer operates, environmental performance, and clarity and responsiveness of the proposal.

2. **Proposed Operations** – As stated in the solid waste values and principles listed above, the Town seeks innovative and responsive proposals that improve system efficiency, keep costs down, allow improved access to services, meet customer needs, increase recycling diversion, reduce impacts on public and environmental health, and provide long-term service stability.

Specifically, proposers will be evaluated on how well they meet these goals and needs with the specific proposed systems, including: garbage collection vehicles, recycling and white goods collection vehicles, yard waste collection vehicles, relevant transfer operations; relevant yard waste facility operations; relevant recycle materials processing facility operations, utilization of Women and Minority Business Enterprises and small businesses; and employment practices.

3. **Proposed Program Implementation, Customer Outreach and Relations** – the Town seeks proposals that would proactively address customer needs, minimize customer confusion and complaints and increase recycling and yard waste diversion.

Specifically, proposers will be evaluated on: workability of proposed implementation and service plan, experience with other implementations, plan for providing public information to residents, samples of public information, flexibility to change plan as needs arise, strategies for increasing diversion through recycling and yard programs, and proposed performance standards and monitoring for customer relations and quality of service.

4. **Total System Price** – The Town seeks proposals that will provide the lowest overall system costs, including the collection, transferring and processing of all waste streams.

Specifically, proposals will be evaluated on: proposed service prices, total system costs, and viability of financial projections.

G. Interviews and Presentations

The Town has the option of requesting presentations by proposers during proposal review. Interviews will be conducted in closed meetings, but any presentations to the Town Board of Aldermen are required to be in open meetings.

H. Town Investigation and Inspections

The Town reserves the right to make independent investigations as to the qualifications of the proposer. Such investigation may include site visits to existing operations, background checks for pending or past litigation, reference checks etc.

I. Final and Best Offer

After selecting finalists, the Town may request Final and Best Offers in response to revised service and system options. The final and best request is at the Town's option.

J. Evaluation Committee's Recommendation

Upon completion of its evaluation, the Evaluation Committee will make its recommendation to the Town of Black Mountain Board of Aldermen. The recommendation may include negotiating with those proposers, which demonstrated the best match with the evaluation criteria or to reject all proposals.

K. Public Documents and Disclosure

While the Town has no plans to publish proposals and other information provided by a proposer, pursuant to State Law, the Town may be required to publicly disclose to third parties any proposals and materials submitted by proposers. In order to preserve the integrity of the procurement process, it is the Town's intent to release no information prior to the conclusion of the procurement process unless ordered to do so by law.

The Town will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

L. Reservations and Limitations

1. **Authority to Accept or Reject Proposals** – The Town reserves the following rights: to reject all proposals; to discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another proposer; to contract with those finalists, who in combination produce the most advantageous result; to accept and negotiate proposals to collect and/or process garbage, yard waste, white goods and recyclables or any combination that is determined to be best for the Town.
2. **Proposer's Self Reliance** – Proposers are expected to be knowledgeable about the structures to be served, to understand the Town's terrain, streets and alleys, and locations for containers used for garbage, yard waste, white goods and recyclables. Proposes are expected to determine the appropriate equipment to provide the required services.
3. **Proposer's Responsibility for Costs** – The Town will not reimburse any proposer for any costs involved in the preparation and submission of proposals, in making an oral presentation or in contract negotiations.
4. **Submission of Proposal** – For purposes of evaluation and award, all bids shall remain firm for no less than sixty (60) days and no more than one-hundred and

twenty (120) days. The successful bidders pricing shall be firm for a period of four years upon award with option to renew for additional two (2) one-year terms.

Chapter 5 – Submitting Proposals

All submitted proposals are required to cover the collection and disposal/recycling of garbage, yard waste, recyclables and/or white goods.

1. **Deadline** – All proposals, with all required copies, must be received by the Town Manager, Josh Harrold, at the address listed on Summary Page, on or before **3:00 p.m. on Monday, February 3, 2020.**
2. **Copies** – Proposers will compile and submit one signed original plus two (2) collated copies of their proposal. Please use recycled paper and double-sided printing. You may make a machine reproduction of any forms and submit the reproduced forms with your proposal. An electronic copy is also appreciated.
3. **Format** – Proposals must respond to all required and relevant questions (see Chapter 6 – Proposal Questions) and complete all required and relevant forms (see Chapter 7 – Proposal Forms). Proposers will list each evaluation question before the corresponding response and maintain the order and numbering of the questions from the RFP. Completed forms should be included at the end of each relevant section, as described below. **All proposals must be clearly organized and labeled in seven separate sections:**

Section 1. Summary

In Section 1 of the Proposal, Proposers will briefly outline:

- The strengths of the proposer,
- The Base Service proposal,
- Any Alternative proposals,
- The benefits of the proposed services.

Section 2. Certification

In Section 2, proposers will complete, sign, and authorize **Form 1 - Proposers Commitment and Form 2- Surety's Intent.**

Section 3. Background

In Section 3, proposers will describe ownership, key staff, and past performance, including:

- a) Responses to all background questions in **Chapter 6 – Proposal Questions, Section A** and
- b) **Forms 3 and 4** listing a key contact and describing principle staff.

Section 4. Proposed Operations for Base Services

In Section 4, proposers will describe the relevant proposed operations, equipment, staff and facilities, including:

- a) Responses to all operations questions in **Chapter 6 – Proposal Questions – Section B;**
- b) **Form 5** describing proposed vehicles and operations; proposed facility use (if applicable); and
- c) **Form 6** describing all subcontracted operations (if any).

Section 5. Proposed Implementation and Customer Relations

In Section 5, proposers will describe proposed outreach, communication methods, and enforcement, including complete responses to all questions in **Section C of Chapter 6 – Proposal Questions**. You will use **Form 7** to do this.

Section 6. Proposed Prices for Base Services

In Section 6, proposers will list all required prices and any desired optional prices, including:

- a) Any narrative required explaining prices;
- b) **Form 8** with all collection prices and any desired processing prices;

Section 7. Proposed Alternatives

In Section 7, proposers will complete the following components for each alternative proposal;

- a) Narrative description of the proposed alternative;
- b) Complete prices on **Form 8** and any additional prices and/or narrative to fully explain the proposed costs and savings; and
- c) Responses to any and all questions or forms that would be different from the Base Proposal response.

Chapter 6 – Proposal Questions

The evaluation questions must be answered for all proposals. The questions were developed to directly support proposal evaluation and the evaluation criteria. Please read the evaluation criteria to fully understand the Town's priorities in evaluating proposals and selecting a contractor.

This entire set of questions must be completed for your base proposal. For any alternative proposals, provide new responses when the response would differ from the base proposal.

List or reference the question before each answer. An answer to a question may refer to a document or page where the information may be found without repeating it, provided that any document referred to must be submitted with the proposal. A cross-reference may be made if the answer to one question also appears in an answer to another.

A. Background and Past Performance

The Town wishes to enter into a long-term stable relationship with a collection firm that shares the collection principles outlined in Chapter 1 – Overview. Therefore, we are seeking contractors with secure and reliable standing, limited past litigation problems, extensive and successful service delivery, state of art equipment and management, high customer and client satisfaction and a strong record of environmental compliance.

1. **Proposer and Surety Commitment** – Complete **Form 1** and **Form 2** acknowledging commitments regarding this proposal and potential ensuing contracts.
2. **Contact Information** – Complete **Form 3** regarding the company and partners.
3. **Key Employees** – Complete **Form 4** with background on key employees for the proposer and all subcontractors.
4. **Litigation History** – Explain in detail any and all litigation within the past five years involving any company, partner, holding company, or subsidiary in this venture, or any corporate officer, including litigation: arising out of performance of a solid waste or recycling collection contract; arising from or connected with violation of state or federal anti-trust laws; or arising from or connected with allegation of corrupt practices.
5. **Financial Strength** – Attach a balance sheet, income statement and statement of the sources and uses of funds for the most recent operating year for each of the proposing firms or the proposing joint venture. If the proposing entity is a new joint venture with insufficient history for requisite financial statements, then submit financial statements for each company in the joint venture. If the proposing entity is a new venture with insufficient history for requisite financial statements, then submit a business plan with financial support. If proposers wish to protect any of these statements from public disclosure, they should clearly label the statements as proprietary.
6. **Operational Experience** – Answer questions **a** through **d** below, describing your firm's relevant experience. For each question provide the following detailed information: duration of the program; collection systems; annual tonnage; number of structures and units served; problems in establishing and providing service; experience in implementing changes; actions taken to resolve problems; experience in providing customer service; average daily complaint rate (including missed collections); evidence of customer and jurisdiction satisfaction; and reference contacts at jurisdiction.
 - a) Residential garbage collection from cans and/or containers.
 - b) Residential collection of yard waste
 - c) Residential collection of recyclable materials

d) Collection of residential and/or commercial garbage as a contract collection firm.

7. **Environmental Performance** – The Town desires to partner with a contractor that has a strong environmental record and that has experience in solving environmental issues in a timely manner. Therefore, describe any regulatory complaints or violations related to your solid waste operations received within the last five years. Provide evidence of successful mitigation of environmental and community impacts from your solid waste operations.

B. Operations

The Town seeks innovative and responsive proposals that improve system efficiency, keep costs down, allow flexible and increased access to services, meet customer needs, reduce impacts on public and environmental health, and provide long-term service stability.

1. Garbage collection from cans

- a) Describe proposed collection vehicles and procedures for collecting garbage.
- b) List your experience with this type of collection system.

2. Yard waste collection

- a) Describe proposed collection vehicles and procedures for collecting yard waste.
- b) List your experience with this type of collection system.

3. Recycling Collection

- a) Describe proposed collection vehicles and procedures for collecting recycling.
- b) How do you plan to assure increased participation in the Town recycling program?
- c) List your experience with this type of collection system.

4. White Good Collection

- a) Describe proposed collection vehicles and procedures for collecting white goods.
- b) Please explain in detail how you will comply with current chlorofluorocarbon (CFC) regulations as they pertain to white goods collection and processing.
- c) List your experience with this type of collection system.

5. Collection staff training

What are your minimum training and experience requirements for collection personnel as it applies to all proposed categories of collection? Describe your safety training program(s).

6. Collection procedures enforcement

The contract specifications place particular emphasis on the manner in which material is collected, including placing lids back on or in containers and putting containers back where they were placed before collection in a neat and orderly manner, after they are emptied. Please describe the training and corrective measures you will employ with collection personnel to ensure that containers are not abused and are replaced properly. What tracking or monitoring mechanism will you use to ensure that collection personnel are following proper procedures?

7. Enforcing service levels

Please provide us with a detailed description of monitoring procedures you would use to ensure that your collection personnel are enforcing adequate service levels. How do you plan to accurately account for and verify the amount of solid waste (garbage, recycling, white goods and/or yard waste) generated in Town? What role will the Town play in enforcement or monitoring of service levels?

8. Materials or Service Rejection

Please provide details about how your company will respond to rejection of materials and describe how the rejection of materials will be handled including options for the customer to take to correct the action. Examples may include recycling bin contains garbage, yard waste is unacceptable size, or waste container is too heavy to move or contains hazardous waste.

9. Environmental and neighborhood impacts

The Town is interested in ensuring that the environmental and neighborhood impacts of collection are minimized. Specific concerns include traffic, noise, odor, leachate from vehicles or contents and other air quality impacts. Please describe how these impacts will be mitigated and any other strategies for protecting environmental quality, such as clean fuels, etc.

10. Collection facilities

Describe the facilities where you propose to site and maintain your vehicles, store inventories, and perform any other functions (i.e. administration, billing) to support your garbage, yard waste, white goods and recycling collection operations. Please provide location(s) and indicate the status of any permits that these facilities require from regulatory agencies. Have your facilities been found in violation of any

permits or other regulatory requirements? If so, what was the permit or regulatory infraction and how was it resolved?

Transfer

Base proposals do not need to include transfer of materials. However, if any proposals include transfer, then describe fully the proposed transfer system.

Processing and Marketing

Proposals may not need to include processing and marketing of materials. However, if a proposal includes processing and marketing of yard waste recycling or white goods, please answer the following questions.

- a) Describe your proposed processing facility, methods and operations.
- b) Describe past operating experience with the processing method you would use for handling materials received under the contract.
- c) Describe specific arrangements for back up handling of material in the event of excess peak loads, site problems, etc.
- d) Describe your past experience and your proposed marketing plans of finished products for yard waste; each recyclable material; and white goods.

Subcontractor Operations

Please complete **Form 6**, listing each subcontractor (if any), the work to be performed on the contract, and the dollar amount of the work.

C. Customer Implementation, Outreach and Relations

The Town seeks proposals that would proactively address and minimize customer confusion and complaints in both the short and long-term.

Coordination of Implementation

Minimizing disruptions and changes in collection services during implementation (for any existing waste streams affected) is of paramount importance in this transition. Your responses below should address your strategies for minimizing customer concerns and confusion.

1. **Initial collection schedule** – Describe your proposed process for changing collection frequencies and changing the days of collection for all services. Describe the stages and timeline for these changes, including any arrangements necessary with the existing contractor. Describe proposed strategies for minimizing changes in collection days and frequencies from the current contract.

2. **Communication with Town** – It will be extremely important for the contractor to keep the Town informed of the status of implementation, any proposed changes to the implementation plan and to work with Town staff in resolving problems. Therefore, describe your proposal for communicating with Town staff to keep them adequately informed of implementation progress, problems, your attempts to solve problems and to elicit Town staff assistance in solving service related problems.

Implementation Public Information

The contractor is responsible for informing customers of any changes in their collection day; for providing information on how to use services delivered by the contractor; what materials can and cannot be recycled; how material is to be prepared; collection frequency, and other related information.

- a) Describe methods you would use to inform residents of solid waste services and changes.
- b) Describe programs you would use for enhancing publicity and education of the public.
- c) Describe your expectations of the Town in helping to keep customers informed of changes.

Program Participation

- a) How would your proposal help the Town meet a goal of increasingly diverting waste through recycling, and providing waste reduction programs?
- b) What measures do you propose to increase awareness, reduce concerns, and increase participation and diversion?

On-Going Customer Relations

Repeat customer complaints, or complaints not resolved in a timely manner are of special concern to the Town. Therefore, please propose contract language which could include significant penalties for repeat complaints.

Customer Communication

Describe the procedures you would use and the information you would provide in addressing customer problems, such as service concerns or contamination.

Occasionally there are disputes between collection drivers and the public. What kind of training do you provide your collection personnel to avoid these types of problems? What disciplinary measures will you take if your collection personnel are rude or abusive toward the public?

D. Price Proposals

The Town seeks proposals that will provide the lowest overall system costs. For base proposals, provide all required prices and any optional prices that are desired on **Form 8**. For alternative proposals, provide relevant prices on **Form 8** and any additional prices and/or narrative to fully explain the proposed costs and savings.

Chapter 7 – Proposal Forms

Proposers should organize all completed forms in the format outlined in Chapter 5, Section B Submitting Proposals.

Proposers must complete all required and applicable forms for their Base Proposal:

Certification forms include (signature and authorization required):

- Form 1 Proposer Commitment (required); and
- Form 2 Surety Intent (required).

Background forms include:

- Form 3 Proposal Contact (required); and
- Form 4 Principal Staff (required)

Operations forms include:

- Form 5 Collection Operations (including all collection services);
- Form 6 Subcontracted Operations
- Form 7 Customer Implementation, Outreach and Relations

Price forms include:

- Form 8 Service Prices

For Alternative Proposals, Proposers must complete separate versions of Form 8 Service Prices and any Operations forms that would have different responses than the Base Proposal.

Form 1
Proposer Commitment

STATE OF _____)
)
COUNTY OF _____)

I, _____ of the City of _____, in the
County of _____ and State of North Carolina, of full age, being
duly sworn on oath depose and say that:

I am _____ of the firm of _____,
the Proposer making the Proposal for Solid Waste Services, and that I executed
the said Proposal with full authority so to do; that said Proposer has not, directly
or indirectly, entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free, competitive bidding in connection
with the Services; that all statements contained in said Proposal and in this
affidavit are true and correct, and made with full knowledge that the Town of
Black Mountain relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding Contract(s) for the
said Services.

I understand the Proposal requirements and the contract specifications and has
based its Proposal on the provisions and specifications detailed in this Request for
Proposals.

I have submitted all Proposal Forms which are incorporated into this Proposal by
this reference.

I further certify:

- a. that neither the Proposer nor any member of the Proposer's team is
currently suspended or debarred from doing business with any government entity;
- b. that the Proposer has reviewed all of its engagements and pending
engagements and that, in making this Proposal, no potential for conflict of interest
or unfair advantage exists;
- c. that the information supplied by the Proposer in this Proposal is
current, truthful and complete;

Having carefully examined the Project Documents comprising the RFP and all
other documents bound therewith, together with all Addenda thereto, all
information made available by the Town, and being familiar with the work and
the various conditions affecting the work, the undersigned hereby offers to furnish
all labor, vehicles, facilities, equipment, supplies and things necessary or proper
or incidental to the contract operations as required be and in strict accordance
with the applicable provisions of this RFP and of all Addenda issued by the
Town.

I acknowledge receipt of addenda:

Addenda Number

Addenda Date

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Signature of Proposer

Note: If this Proposal is being **submitted by a corporation**, the Proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to be the secretary. A certificate of the secretary of the corporation evidencing the officer's authority to execute the Proposal shall be attached. If this Proposal is being **submitted by a joint venture**, it shall be executed by all joint venture Partners, and any Partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

(NOTARY PUBLIC)

State of _____

County of _____

On this _____ day of _____, 2020, before me appeared _____, personally known to me to be the person described in and who executed this _____ and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public

Name Printed

My Appointment Expires _____

(seal)

Form 2
Surety Intent

TO: Town of Black Mountain

We have reviewed the Proposal of _____
of _____
(Contractor)
(Address)

for the following contract:

Town of Black Mountain
Solid Waste Services

We understand that Proposals will be received until _____ on _____, 2020 and wish to advise that should this Proposal be accepted and the Contract awarded to the Contractor listed above, it is our present intention to become surety on the Performance bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between the contractor and ourselves and we assume no liability to the owner or third parties if for any reason we do not execute the requisite bonds.

We are duly licensed to do business in the State of North Carolina.

Dated: _____ By: _____
Name of Surety

(seal) _____
Name of Signatory and Title

Signature

Form 3
Proposal Contact

a) **Company:** _____
Home office address: _____
City: _____ State: _____ Zip: _____

Local office address (if any): _____
City: _____ State: _____ Zip: _____

b) **Contact person for this Proposal:**
Name: _____ Phone: _____
Title: _____ Fax: _____
Address: _____ E-Mail: _____
City: _____ State: _____ Zip: _____

c) **Partners and major subcontracting companies** (information on subcontractors must also be provided on **Form 9 Subcontracted Operations**).

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Form 4
Principal Staff

a) Proposer

Principal Officers	Title
_____	_____
_____	_____
_____	_____
_____	_____

Principal individuals responsible for Black Mountain	Title
_____	_____
_____	_____
_____	_____
_____	_____

b) Partners and subcontractors

Principal Officers	Title	Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Principal individuals responsible for Black Mountain	Title	Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please attach an organization chart or other means of explaining the interrelationships between the contractor, sub-contractors and team members.

Form 5
Operations- Collection Service

- 1) **Garbage collection-** Describe your proposed collection vehicles and procedures for collecting garbage and list your experience with this type of collection system
- 2) **Collection staff training-** What are your minimum training and experience requirements for collection personnel? Describe your safety training programs.
- 3) **Collection procedures enforcement-** The contract specifications place particular emphasis on the manner in which material is collected, including placing lids back on or in containers and putting containers back where they were placed before collection in a neat and orderly manner, after they are emptied. Please describe the training and corrective measures you will employ with collection personnel to ensure that containers are not abused and are replaced properly. What tracking or monitoring mechanism will you use to ensure that collection personnel are following proper procedures?
- 4) **Enforcing service levels-** Please provide us with a detailed description of monitoring procedures you would use to ensure that your collection personnel are enforcing adequate service levels. How do you plan to accurately account for and verify the amount of solid waste (garbage, recycling, white goods and/or yard waste) generated in Town? What role will the Town play in enforcement or monitoring of service levels?
- 5) **Materials or Service Rejection-** Please provide details about how your company will respond to rejection of materials and describe how the rejection of materials will be handled including options for the customer to take to correct the action. Examples may include recycling bin contains garbage, yard waste is unacceptable size, or waste container is too heavy to move or contains hazardous waste. Please answer for all collection streams (refuse, yard waste, recycling and white goods).
- 6) **Environmental and neighborhood impacts-** The Town is interested in ensuring that the environmental and neighborhood impacts of collection are minimized. Specific concerns include traffic, noise, odor, leachate from vehicles or contents and other air quality impacts. Please describe how these impacts will be mitigated and any other strategies for protecting environmental quality, such as clean fuels, etc.
- 7) **Collection facilities-** Describe the facilities where you propose to site and maintain your vehicles, store inventories, and perform any other functions (i.e. administration, billing) to support your garbage, yard waste, white goods and recycling collection operations. Please provide location(s) and indicate the status of any permits that these facilities require from regulatory agencies. Have your facilities been found in violation of any permits or other regulatory requirements? If so, what was the permit or regulatory infraction and how was it resolved?
- 8) **Transfer-** Base proposals do not need to include transfer of materials. However, if transfer of materials is a component of your proposal, then describe fully the proposed

transfer system. Please do so for all collection streams (refuse, yard waste, recycling and white goods).

9) **Yard waste collection-** Describe proposed collection vehicles and procedures for collecting yard waste.

10) **Yard waste experience-** List your experience with this type of collection system.

11) **Recycling Collection-** Describe proposed collection vehicles and procedures for collecting recycling.

12) **Supporting Recycling Efforts-** The Town has experienced a higher level of recycling participation over the past three years. How do you plan to assure increased participation in the Town recycling program?

13) **Recycling Experience-** List your experience with this type of collection system.

14) **Recycling Education-** Please give examples of education materials that you have developed and distributed to residents. Describe your method(s) for educating the public about your collection system and the benefits of recycling.

15) **White Good Collection-** Describe proposed collection vehicles and procedures for collecting white goods.

16) **White Goods Compliance with Applicable Laws-** Please explain in detail how you will comply with current chlorofluorocarbon (CFC) regulations as they pertain to white goods collection and processing.

17) **White Goods Experience-** List your experience with this type of collection system.

18) **Collection Facilities-** Describe the facilities where you propose to site and maintain your vehicles, store inventories, and perform any other functions (i.e. administration, billing) to support your garbage, yard waste, white goods and recycling collection operations. Please provide location(s) and indicate the status of any permits that these facilities require from regulatory agencies. Have your facilities been found in violation of any permits or other regulatory requirements? If so, what was the permit or regulatory infraction and how was it resolved?

Form 6
Subcontracted Operations

Please use this form to describe all subcontracted operations in detail.



Form 7
Customer Implementation, Outreach and Relations

Coordination of Implementation

Minimizing disruptions and changes in collection services during implementation (for any existing waste streams affected) is of paramount importance in this transition. Your responses below should address your strategies for minimizing customer concerns and confusion.

1. **Initial collection schedule** – Describe your proposed process for changing collection frequencies and changing the days of collection for all services. Describe the stages and timeline for these changes, including any arrangements necessary with the existing contractor. Describe proposed strategies for minimizing changes in collection days and frequencies from the current contract.
2. **Communication with Town** – It will be extremely important for the contractor to keep the Town informed of the status of implementation, any proposed changes to the implementation plan and to work with Town staff in resolving problems. Therefore, describe your proposal for communicating with Town staff to keep them adequately informed of implementation progress, problems, your attempts to solve problems and to elicit Town staff assistance in solving service related problems.

Implementation of Public Information

The contractor is responsible for informing customers of any changes in their collection day; for providing information on how to use services delivered by the contractor; what materials can and cannot be recycled; how material is to be prepared; collection frequency, and other related information.

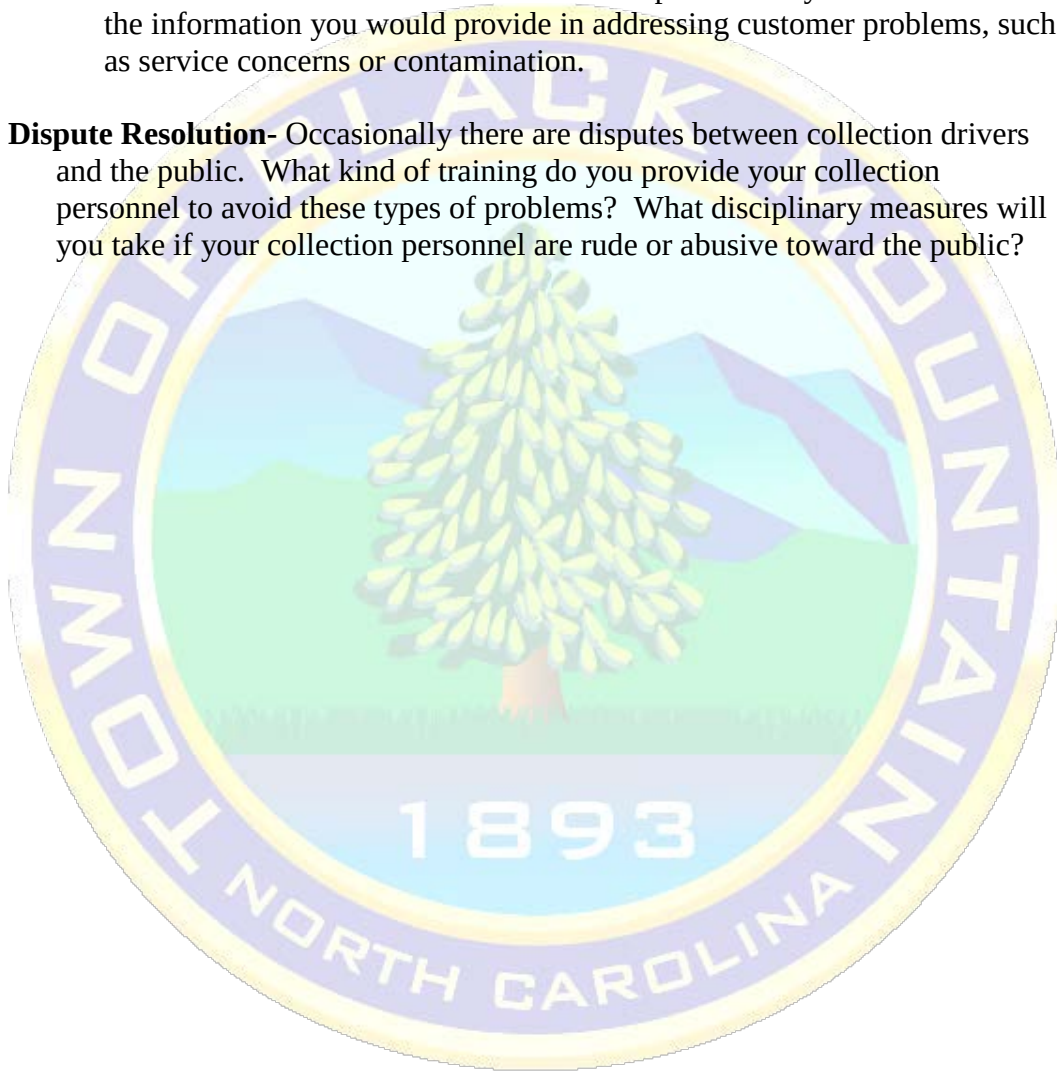
1. **Changes-** Describe methods you would use to inform residents of solid waste services and changes.
2. **Publicity and Education-** Describe programs you would use for enhancing publicity and education of the public.
3. **Expectations of the Town-** Describe your expectations of the Town in helping to keep customers informed of changes.

Program Participation

1. **Diversion of Waste-** How would your proposal help the Town meet a goal of increasingly diverting waste through recycling, and providing waste reduction programs?

2. **Increase Awareness-** What measures do you propose to increase awareness, reduce concerns, and increase participation and diversion?
3. **On-Going Customer Relations-** Repeat customer complaints, or complaints not resolved in a timely manner are of special concern to the Town. Therefore, please propose contract language which could include significant penalties for repeat complaints.
4. **Customer Communication-** Describe the procedures you would use and the information you would provide in addressing customer problems, such as service concerns or contamination.

Dispute Resolution- Occasionally there are disputes between collection drivers and the public. What kind of training do you provide your collection personnel to avoid these types of problems? What disciplinary measures will you take if your collection personnel are rude or abusive toward the public?



**Form 8
Service Costs**

Base Service Proposal	Year 1	Year 2	Year 3	Year 4
Collection Prices				
Garbage				
Recycling				
Yard Waste				
White Goods				
Transportation Prices				
Garbage				
Recycling				
Yard Waste				
White Goods				
Disposal Prices				
Garbage				
Recycling				
Yard Waste				
White Goods				
Total Costs				

Appendix A
Solid Waste Services Contract

The following contract serves as a template for a typical contract for service between the Town and contractor. It may be modified by both parties in mutual agreement. It should be used as a guide by proposing firms. Services listed in the contract that are not specifically enumerated in the RFP should be considered desirable and the contractor should give serious consideration to including such services in their proposal.

SERVICE FOR GARBAGE REMOVAL
STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

THIS CONTRACT, made and entered into this the ____ day of _____, 2020 by and between the Town of Black Mountain, a North Carolina Municipal Corporation (hereinafter referred to as TOWN), and Contractor, (hereinafter referred to as CONTRACTOR) is to provide for the collection and disposal of residential and commercial garbage and the collection and processing of residential and commercial yard waste and white goods and residential and commercial recyclables. Actual collection services will begin October 1, 2020 and continue for a term of four years, ending at midnight September 30, 2024.

WITNESSETH:

WHEREAS, the Contractor is in the business of providing garbage and recycling removal services and has the ability, facilities and desire to provide such service to the Town.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto agree as follows:

ENGAGEMENT OF CONTRACTOR

The Town engages and retains the Contractor to perform the work as provided in this contract. The work shall consist of all the staffing, supervision, materials, equipment, labor and all other items, and all costs, fees, and expenses associated with the same, necessary to complete the work to be performed by the Contractor hereunder. The Contractor shall perform all such work in a competent, qualified, diligent and efficient manner.

The Town and Contractor agree that in the performance of this contract, the Contractor shall be acting as an independent contractor on its own behalf and on behalf of the Town. Nothing herein shall constitute or construed to be or create a partnership, agency, joint

venture or other similar relationship between the Town and the Contractor. The Contractor agrees that it will not represent to anyone that its relationship to the Town is other than that of independent contractor, and the Town and the Contractor may so inform any parties with whom they deal and may take any other reasonable steps to carry out the intent of this section. The Contractor shall be fully solely responsible for its own acts and omissions and those of its employees, officers, agents, and subcontractors.

That for the purposes and subject to the terms and conditions hereinafter set forth, the Town agrees to and with the Contractor and the Contractor agrees with the Town as follows:

Section 1. Definitions.

1. Residence - any structure used as a dwelling place by a single family home or a multi-family unit within the corporate limits of the Town requiring curbside collection.
2. Commercial Establishment - any office or business, retail, wholesale, institutional, religious, or governmental establishment, exclusive of residences as described above, which may generate garbage or other refuse.
3. Garbage - any waste generated at a household, single family or multi-family residence subject to putrefaction or originating within the residential establishment.
4. Refuse - any waste from packaging or office waste, exclusive of manufacturing, industrial waste.
5. Yard Waste – plant material (leaves, grass clippings, tree branches and brush, flowers and shrubbery trimmings) debris commonly thrown away in the course of maintaining yards and gardens.
6. Bulky Items - items to be included but not limited to: boxes, items of furniture, chairs, tables, couches, mattresses, cabinets, dressers etc. (This item and other parts of this contract involving bulky items may be redefined and renegotiated in the event the contractor is prohibited from placing these items in the Buncombe County Landfill.)
7. Construction Materials - any waste from packaging exclusive of manufacturing, industrial waste, building construction materials or demolition operations.
8. Recyclables - aluminum cans, steel cans, milk jugs and other bottles marked on the bottom with a number 1 thru 7, glass bottles and jars (clear, brown and green), corrugated cardboard, newspapers including all inserts, magazines and telephone books. Mixed paper consisting of junk mail, cereal boxes, laundry boxes, etc., deposited into a blue recycling bag and tied or an 18-gallon recycling bin.

9. Hazardous Waste – waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline and wet paint cans.
10. White Goods - appliances, including but not limited to, stoves, refrigerators, freezers, washers, dryers, dishwashers, trash compactors, television sets, hot water heaters, furnaces and window air conditioners, etc. (This item and other parts of this contract involving white goods may be redefined and renegotiated in the event the contractor is prohibited from placing these items in the Buncombe County landfill.)
11. Route – portion of the Town in which the Contractor provides collection services.

Section 2. Collection Services.

The Contractor shall provide all collection and disposal services called for in this Contract within the Town of Black Mountain.

1. Residential collection of up to six – thirty (30) gallon regulation garbage cans or equivalent shall be provided once per week at curbside or at the edge of the vehicular travel way as practicable without interfering with or endangering the movement of vehicles or pedestrians. Exception to be made for certain aged or infirm persons who are unable to carry cans to the street, in which case the garbage shall be picked up at the residence. Bulky items to be included but not limited to boxes, items of furniture, chairs, tables, couches, mattresses, cabinets, dressers etc. shall be picked up on the same day of the week as the regular garbage pickup for each location.
2. Hand-load commercial collection shall be provided once per week, with up to eight, thirty (30) gallon regulation garbage cans (or equivalent) per pickup. Any commercial establishments producing more than eight, thirty (30) gallon cans, once per week, will not be serviced by this contract. Bulky items to be included but not limited to bulk items, boxes, items of furniture, chairs, tables, televisions sets, couches, mattresses, cabinets, dressers etc. shall be picked up on the same day of the week as the regular garbage pickup for each location.
3. Contractor shall have the right to enter into contracts with any resident or commercial establishment for any service not provided by this contract. The Contractor will be solely responsible for collecting any surcharge for this service.
4. No service will be provided for construction or building materials (i.e. roofing, masonry, lumber), hazardous waste (i.e. poisons, acids, caustics, chemical liquids,

wet paints, and infectious materials), automobile parts, tires, tree stumps, whole trees or batteries.

5. Contractor shall provide every other week collection of recyclable materials from blue bags or 18-gallon bins.

Section 3. Yard Waste Collection.

1. Contractor shall remove as much as eight (8) cubic yards of yard waste per week, per residence on a schedule. Eight yards is equivalent to 7 feet long, 6 feet high and 6 feet wide. Limbs shall be cut in 6 foot lengths or less, and be no larger than 3 inches in diameter. This section of the contract covers yard waste produced from general tree trimming, yard and garden maintenance. Plant material (bagged leaves, grass clippings, flowers and shrubbery clippings shall be collected at curbside (not in the street) and be contained in garbage receptacles, boxes or plastic bags. Tree branches and brush shall also be collected at curbside (not in the street). At no time shall the Contractor be responsible for the collection of yard waste produced from lot clearing or tree removal, nor any dirt, rocks, tree stumps or roots. Christmas trees will be eligible for collection as yard waste provided all decorations have been removed. Items shall be removed upon request each week on the specified day or days (See Appendix A). The Contractor will provide separate collection within two (2) working days of Town notification.

The Town and Contractor may by mutual agreement in writing establish other reasonable specifications regulating the size, quantity, configuration and placement of yard waste eligible for collection.

2. Contractor shall provide weekly pick-ups for bagged leaves to all residents and commercial establishments. The contractor shall be responsible for collecting bags up to forty (40) gallons in size. To promote consistency, Contractor will make every attempt to assign permanent staff during leaf season. The leaf truck shall run at least twice weekly, more if determined necessary by the Town, during the peak times of October 1 through December 31. Leaf truck operation will be between the hours of 7:00 a.m. and 6:00 p.m. The Contractor shall notify the Town by 9:00 a.m. each day if the leaf truck is not operational. The Town shall also be notified immediately should there be a deviation in the outlined schedule. During such instances, the Contractor shall submit a makeup schedule to be approved by the Town. Contractor shall complete a daily route sheet (provided by the Town) to document date and problem areas noted during pick-up. Daily route sheets shall be submitted to the Town each afternoon by 5:00 p.m. Contractor shall at all times have a back up truck for this service. Contractor shall distribute notifications regarding problem pick-ups. Contractor shall be responsible for properly disposing of all bags. Contractor is prohibited from incorporating yard waste in garbage.

Section 4. White Goods.

White Good appliances, including but not limited to, stoves, refrigerators, freezers, washers, dryers, dishwashers, trash compactors, television sets, hot water heaters, furnaces and window air conditioners, etc., shall be removed upon request each week on the specified day (See Appendix A). The contractor will provide separate collection within two (2) working days of Town notification. White good collection and disposal shall be provided to residential and hand-loaded commercial customers.

Section 5. Street Receptacles.

All Town owned street trash and recycling receptacles will be picked up three times per week (Monday, Wednesday and Friday) year-round. Bags are to be placed back in street receptacles by the Contractor. The Town shall furnish bags.

Section 6. Dumpsters.

Contractor shall provide and collect garbage from dumpsters at the following locations on the following schedule:

Location	Size	Pickups per week	Day(s)
West St/Behind Police Department	8 yard	2	Tuesday/Friday
Lake Tomahawk/ Swimming Pool	8 yard	2	Monday/Friday
Black Mtn. Ave/ Public Works Facility	8 yard	1	Wednesday
Golf Course/ Ross Dr	8 yard	2	Monday/Friday
Recreation Park/ Rec Park Dr	8 yard	2	Monday/Friday
Town Hall	8 yard (OCC)	2	Tuesday/Friday
Carver	8 yard	1	Monday

If it would appear to a reasonable person that the Contractor is not picking up garbage from dumpsters according to the above schedule, and after reasonable notice, the Contractor will receive a penalty of \$100 per incident.

During the annual Sourwood Festival, Contractor will provide and collect garbage/recycling from two (2) – eight (8) yard dumpsters, two (2) full size compactor trucks and four (4) personnel that are paid by the Contractor, two of which are available for a morning shift and two available for an evening shift, both Saturday and Sunday of the event. Contractor agrees to pick up refuse and recyclables after smaller festivals and special events, provided they are left in a mutually agreeable location for pick-up.

During the bi-annual Town-wide Clean-Ups, Contractor will provide and collect garbage from roadsides.

Section 7. Collection Routes.

1. Contractor shall establish collection routes subject to the approval of the Town. Contractor shall submit a map designating the collection route boundaries, route numbers, route days to be serviced and the vehicle number for the truck which will normally collect the route, to the Town for its approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to the Town for approval changes in routes or days of collection. Upon Town's approval of the proposed change, the Contractor shall promptly give written and public notice to the affected service locations. However, Contractor agrees to set a permanent schedule for the pick-up of yard waste and white goods. (See Appendix A)
2. At least one month prior to the first collection under this Contract, the Contractor will notify all customers by direct mail to the service address of any collection day changes from the present contract.
3. If items are left uncollected, the Contractor shall leave an explanation along with a brochure at the resident or commercial establishment, to help the customer correct the problem and avoid it in the future.
4. In some instances, the Town finds cases of illegal dumping where items have been left on a roadside or other public property. Contractor agrees to provide collection of such items under reasonable circumstances.

Section 8. Conditions.

1. The Contractor, through its agents and employees, shall make every effort to create and maintain an excellent working relationship with the persons, firms and corporations it is servicing in the Town. To that end, the Contractor will encourage all of its representatives to be courteous and exercise good judgment in dealing with the persons whom it serves. Likewise the Contractor shall cooperate with the Town in fulfilling its obligations under this contract including the investigation of any alternative service levels or procedures which the Town may wish to examine for the purpose of providing such service to Town residences and commercial establishments.

2. Collection of solid waste shall not start before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Contractor, due to unusual circumstances.
3. Service complaints for yard waste, bagged leaves, bulk goods, white goods, and recyclable materials shall be received by the Town and forwarded to the Contractor. The Contractor will be required to respond within twenty-four (24) hours upon receipt of notification from the Town. All special pickup lists shall be returned to the Town's Customer Service Representative or dropped in the night box when completed for the day, with notations of any stops that weren't out that week or couldn't be picked up due to problems, etc.

Section 9. Equipment and Personnel.

1. The Contractor shall provide an adequate number of vehicles in good mechanical condition for all collection services. Collection vehicles shall be equipped with ambient noise back up alarms. All equipment shall meet State and Federal emission standards at all times. All vehicles used for collection shall be registered with the State of North Carolina Department of Motor Vehicles. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Contractor shall be responsible for obtaining backup equipment when needed to ensure the timely performance of this contract. All vehicles used by the Contractor shall be equipped to prevent garbage and refuse from falling, blowing, leaking or otherwise being spilled from said vehicles; and it shall be fully and solely the responsibility of the Contractor to promptly remove and clean up any such items, or objects which may be so spilled. Each vehicle shall have clearly visible on each side the vehicle number along with the identity and telephone number of the Contractor. Each vehicle shall be equipped with suitable and reliable two-way radio communication equipment.
2. The Contractor shall provide to the Town, prior to October 1, 2020, a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract. The Contractor may change equipment from time to time and shall include the revised inventory in the monthly report. The Contractor shall maintain a vehicular fleet during the performance of the contract at least equal to that described in the inventory.
3. The Contractor shall not park or store any collection vehicles on Town property for more than a two-hour period, regardless of the signage, without the permission of the Town.
4. No collected garbage or yard waste by Contractor shall be stored overnight in the collection vehicle.

5. The Contractor shall be responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, and avoid damage to private property. 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 Town upon request. Contractor agrees to notify Town if personnel are to be transferred from the Town operations to other locations. The Contractor's employees shall carry valid operator's licenses for the type of vehicle they operate for the Contractor. All drivers and attendants shall wear clothing that clearly distinguishes the identification of company and employee names at all times while on duty. No Contractor's personnel shall use unlawful drugs, be under the influence of alcohol or other impairing substance or drug while providing services under this contract.

When the Contractor identifies unsatisfactory conduct by an employee or when the Town notifies the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the Town requests of the Contractor by letter that an employee be suspended from further work on the Contract for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two unsatisfactory conduct, the Contractor will permanently remove the employee from further work on this contract.

Level One: Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, walking through flowerbeds, not returning containers to their original location, not replacing lids, etc.

Level Two: Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage to customer property, or acceptance of a cash payment or gratuity for ignoring a Contract provision.

Level Three: Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing rocks or items at customers, endangering customers or driving dangerously.

Under Level One, the Town will send a written notice, via U.S. mail, fax or email, informing the Contractor of the unsatisfactory conduct. Under Level Two and Three, the Town will notify the Contractor by telephone with five (5) working days of becoming aware of the incident and send a written notice, via U.S. mail, fax or email, within ten (10) ten working days. Written notices will identify the level of the notice, and the specifics of the incident.

The Contractor will notify the Town of remedial action taken.

6. The Contractor agrees to provide two-way radio equipment and accessories to the Town to establish communication between the Town and drivers.
7. Contractor's management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that the Town can contact them.
8. The Contractor agrees that no "scavenging" shall be allowed. Scavenging means sorting through garbage while collecting looking for items of possible value or picking out individual pieces for reuse while loading or unloading.

Section 10. Contractor Responsibilities.

1. All complaints shall be given prompt and courteous attention by the Contractor. The Contractor provides a business establishment for the processing of complaints and service requests during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. At all other hours and times, the Contractor shall, at a minimum, provide an automatic telephone answering system. All complaints shall be resolved within one (1) working day. The Contractor shall maintain forms or logs indicating the date and time a complaint or request is received, the name, address, and phone number of the complainant, the nature of the complaint or request, and the disposition. Such records shall be available for Town inspection at all times during normal business hours. The Contractor shall service a complaint received no later than the next business day. The Contractor shall furnish to the Town on a weekly basis a report of complaints received during the preceding week and the resolution of said complaints. Contractor shall also maintain a report of any service location not served on the regularly scheduled service day during the preceding week and a reason why service was not provided.
2. The Contractor will designate a representative to adjudicate customer grievances. At the Town's request, the representative will join the Town in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the Town shall be final and binding.
3. The Contractor will appoint an individual from their organization to be the primary contact regarding relations with the Town. The phone number of the Contractor's primary contact person must be supplied to the Town. All dealings, contacts, etc., between the Contractor and the Town shall be with the General Manager, Operations Manager, or Residential Supervisor of GDS, for the Contractor and the Customer Service Representative, Assistant Town Manager, or Town Manager (depending upon the nature of the contact) for the Town.
4. Title to refuse, yard waste and white goods shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a container, or removed by Contractor from the resident or commercial establishment, whichever occurs first.

5. All state, local and federal laws shall be adhered to.
6. The Contractor shall see that garbage cans or other receptacles used in lieu thereof are picked up at each location and, after being emptied, are promptly returned to the same area with the tops of said cans or receptacles being securely placed thereon.
7. The Contractor shall pick up any material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident. Each truck shall carry equipment (such as a broom and a shovel and gloves) for this purpose.

Section 11. Town Responsibilities.

1. The Town will pay all landfill charges for all materials properly deposited in the landfill under this contract. It is understood that the Contractor will use the Buncombe County Landfill unless other arrangements are made. Both parties must agree upon any other arrangement for the disposal of materials in writing.
2. The Town will inspect Contractor performance and mediate and adjust customer grievances. The Town may require special and other services as contemplated in this Contract. The Town's decision in mediating customer grievances shall be final and binding.
3. Disagreements over the correct placement of items for collection will be determined by the Town. The Town's decision shall be final and binding.
4. The Town shall approve all customer information materials, promotion and educational activities and materials developed by the Contractor in advance of their production or implementation.
5. The Town shall monitor collection routes, or a portion of a route on a regular basis to determine if the Contractor is placing garbage cans back in their original location in a neat and orderly manner after collection. If it would appear to a reasonable person that the Contractor is not placing the Containers back in their original location in a neat and orderly manner, the Contractor will receive a penalty of \$100 per monitored daily route.

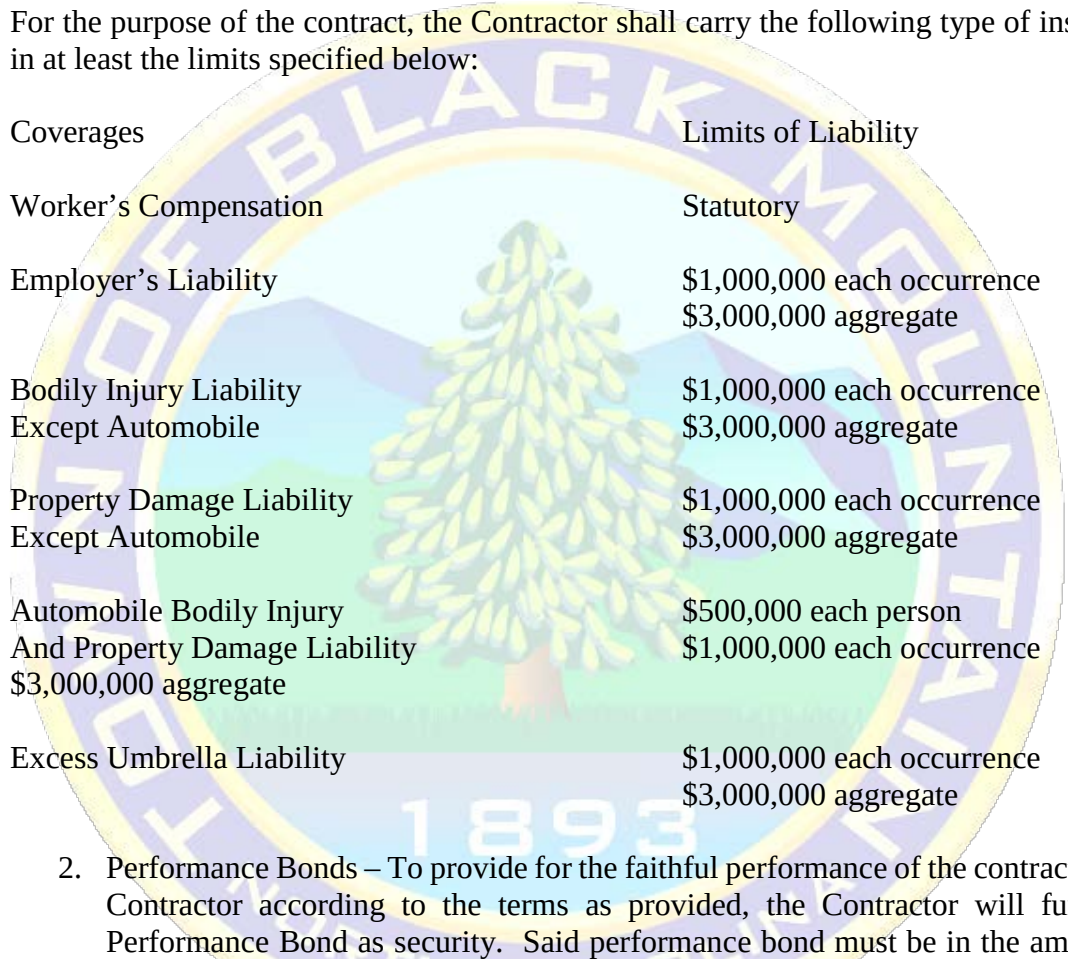
Section 12. Insurance.

1. The Contractor shall at all times during the contract maintain in full force and effect employer's liability, workers' compensation, and property damage insurance including contractual liability. Contractor shall file such certificates on an annual basis with the Town. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder, the

Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town 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 this time. In the event of cancellation or material change in the policy affecting the certificate holder, thirty (30) day’s prior written notice will be given the certificate holder.”

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



Coverages	Limits of Liability
Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000 each occurrence \$3,000,000 aggregate
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Bodily Injury And Property Damage Liability \$3,000,000 aggregate	\$500,000 each person \$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence \$3,000,000 aggregate

2. Performance Bonds – To provide for the faithful performance of the contract by the Contractor according to the terms as provided, the Contractor will furnish a Performance Bond as security. Said performance bond must be in the amount of the cost of four (4) month’s collection, renewable annually. The Contractor shall pay the premium for the bonds. A certificate from the surety showing the bond premiums paid in full shall accompany the bond. The surety company shall be authorized to do business in the State of North Carolina. There shall be no fiduciary relationship between Contractor and the company writing the performance bond.

Section 13. Indemnity.

1. The Contractor will indemnify and save harmless the Town, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees, its officers, agents, and

employees in the performance of this contract; provided, however, 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 or a willful or negligent act or omission of the Town, its officers, agents, and employees.

2. The Contractor shall be solely responsible for all damages to containers and property resulting from the Contractor's actions or omissions.

Section 14. Licenses and Permits.

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the Town, State of North Carolina, and Buncombe County.

Section 15. Reporting Requirements.

1. The Contractor shall submit monthly reports for the length of the Contract period commencing upon contract signing. These reports shall be due within ten working days after the end of the month. The Contractor shall not receive their monthly compensation until all items required in the report are submitted to the Town. At a minimum the reports shall include:
 - a. Summary of tonnages, and copies of individual weight tickets of all collected materials;
 - b. A listing of all complaints and repeat collection complaints received by the Contractor the previous month (a repeat collection complaint is an initial collection complaint that was not resolved, or a reoccurrence of a collection complaint at the same address during a six (6) month period). This listing shall be sorted by collection route and shall include a description of steps taken by the Contractor.
 - c. Status of all complaints or contract violation notices forwarded to the contractor by letter from the Town or from customers during the month including, but not limited to: Replacement of containers, employee misconduct, contractor responses to citizens damage claims.
2. The Contractor shall submit a quarterly report within fifteen (15) working days of the close of the quarter, which shall include:
 - a. Summary of monthly data;
 - b. Detailed data to allow analysis of collection efficiencies including average number of trucks used per day, average number of structures collected per day; and
 - c. Discussion, if any, of problems, education and publicity efforts and recommendations for improvements.

3. The Contractor shall submit an annual report on or before June 30th of the Contract year. At minimum, the reports shall include:
 - a) A collated summary of the information contained in the quarterly reports;
 - b) A discussion of public awareness activities and their impact; and,
 - c) A discussion of highlights and problems and measures taken to resolve problems and increase efficiency.
4. The Contractor will annually submit to the Town its Annual Financial Report, as well as any other public financial document or information as deemed necessary as requested by the Town.
5. The Contractor shall cooperate with and permit the Town's authorized representatives to inspect, audit, examine and make copies of all data and records of the Contractor relating to this contract. The Contractor shall maintain all such data and records from the date of this contract throughout the term and continuing for a period of three years thereafter. The Contractor shall keep and make available, at its local office, all such data and records pertaining to this contract.
6. The Contractor shall be required to provide the Town all data requested and deemed necessary by the Town in compliance with the reporting requirements of the several solid waste management acts of the state and federal governments, both in effect now and in the future. The Contractor is expected to be thoroughly familiar with the reporting requirement stipulated in the respective acts.
7. The Contractor shall provide to the Town each week the previous week's weight tickets for all materials collected each day by the Contractor in the collection area. Weight tickets must contain gross and net weights for individual truck trips, truck number, and the date and time of the weight ticket. All information on weight tickets must be legible or any payment due for those tonnages will be withheld. False or altered weight tickets shall be cause for contract termination.

Section 16. Education Requirements

At least once annually, the Contractor shall deliver to all structures receiving service under this contract the following information: collection schedule information (day of week, time of day and collection frequency); material to be collected and how such material is to be prepared; container placement information; telephone numbers that customers should call for additional information or for questions; a holiday collection schedule; and a customer satisfaction survey. The above information shall be made available to Public Works Department and to the Town Clerk for distribution. The Town shall approve all customer information materials, promotion and educational activities and materials developed by the Contractor in advance of their production or implementation. All public information material will include the Town's program identity.

Section 17. Contract Rights.

1. This contract shall not be transferred, assigned or subcontracted in whole or in part without the express written consent of the other party. Further, an assignment of this contract shall not release the Contractor from liability of its obligations and duties stated herein unless agreed to in writing by the Town.
2. No modification, alteration, amendment, change or addition to this contract shall be binding on either party unless reduced to writing to be signed by each party involved.
3. The Contractor may be held in breach of the Contract in the event the contractor: fails to perform the collections required by this Contract; fails to furnish and maintain a performance bond; fails to furnish and maintain the insurance requirements; or repeatedly neglects, fails, or refuses to comply with any of the terms of the Contract, after having received notice of its obligation to do so. In the event of a breach of this contract by the Contractor, the Town shall give notice of said breach by registered or certified mail to the Contractor. The Contractor shall have thirty (30) days from the date of the receipt of the notice in which to correct the circumstances that caused the breach. In the event the Contractor does not make the corrections or cure the breach, the town may terminate this contract upon sixty (60) days written notice to the Contractor by registered or certified mail.
4. In the event of a breach of this contract by the Town, the contractor shall give notice of said breach by registered or certified mail to the Town. The Town shall have thirty (30) days from the date of receipt of the notice to correct the circumstances that caused the breach. In the event the Town does not make the corrections or cure the breach, the Contractor may terminate this contract upon sixty (60) days written notice to the Town by registered or certified mail.
5. All notices to the contractor under Section (17.3) of this contract shall be mailed to the address designated by the Contractor, which the Contractor shall provide from time to time in writing to the Town. Unless the Contractor provides a different address, all notices will be mailed to the Contractor's address provided within the bid.

Section 18. Service Disruption.

1. The following shall be holidays for purpose of this contract: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may decide to observe any or all of the above referenced holidays by suspension of service on the holiday, but such suspension in no manner relieves the Contractor of the obligation to provide once weekly collection to all residential and commercial establishments. To compensate for the holidays mentioned above, the work schedule shall either be moved back one

or two days or forward one or two days, depending upon what day of the week the holiday occurs, so that every scheduled service location receives its normal level of service. Services shall return to the normal work schedule within three (3) days. Contractor shall give written notice of its holiday schedule to the Town at least thirty (30) days prior to the holiday, and to the general public by newspaper advertisement in both the local newspaper and the Asheville Citizen-Times at least one week prior to the holiday.

2. When snow, ice or other weather conditions prevents collection on the scheduled day, the Contractor shall notify the Town Hall by 8:30 a.m. The Contractor shall make up collection on the next weekday. Contractor further agrees to notify the media and local newspapers that they will not be operating that day and the make-up schedule.
3. When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week.
4. Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day. The Town shall transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving service.

It shall be a defense to a missed collection that the customer had not made timely placement of his or her material out for collection or that the placement did not comply with provisions of this Contract provided that the Contractor shall have left a Town printed tag on all material left because it was not prepared properly or for other reasons. The Contractor must notify the Town no later than 8:00 a.m. the next business day, of any collections the Contractor refused or had been unable to make the previous business day. Notification must include the service address and the reason of the non-collection. The Town shall deduct \$10.00 from the Contractor's payment for every collection complaint received by the Town, unless the Contractor has provided a defense acceptable to the Town through the proper notifications procedure listed in this paragraph.

Section 19. Term.

The term of this contract shall be for a period of four (4) years and run continuously, beginning the 1st day of October 2020, and will terminate on the 30th day of September 2024. The Contract may be extended for additional terms, upon the mutual consent of both parties.

Section 20. Compensation.

The undersigned Contractor, having carefully read and considered the terms and conditions of the contract for solid waste collection and disposal, does hereby offer to perform such services on behalf of the Town, 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 at the rates set forth below. The Contractor shall be compensated for his services as follows:

1. Curbside collection of solid waste, bulky waste, yard waste, white goods, and recyclables, October 1, 2020 to September 30, 2024 = \$XXX,XXX to be paid in 12 equal monthly payments of \$XX,XXX beginning October 10, 2020.
2. Dumpster service as described in Section 6 from October 1, 2020 to September 30, 2024 = \$XX,XXX to be paid in 12 equal payments of \$XXX beginning October 10, 2020.

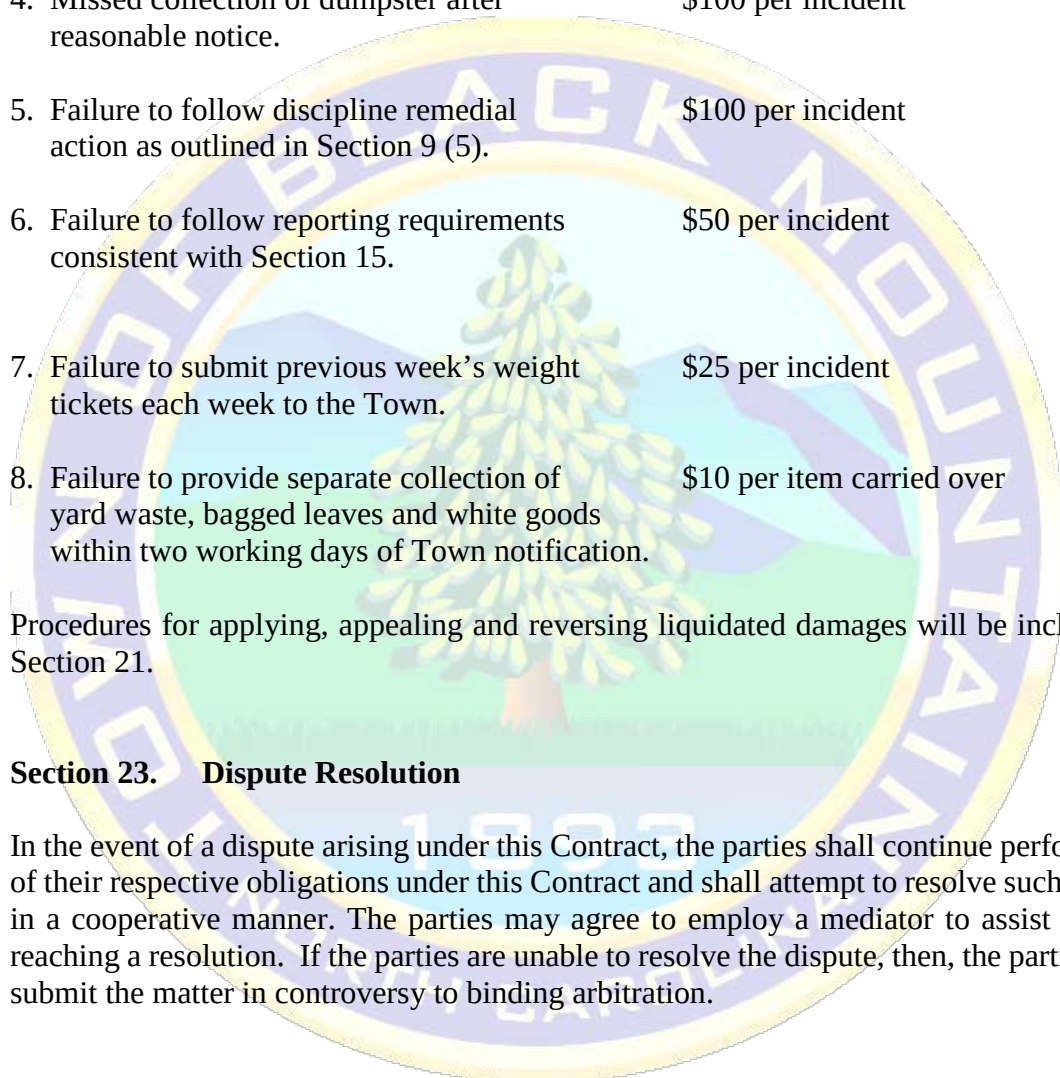
Section 21. Modification to Compensation.

1. The above charges shall be increased annually beginning October 1, 2021 to reflect changes in the cost of doing business as measured by the Consumer Price Index (CPI) as published by the U.S. Department of Labor. The percentage change in the charges shall be equal to the percentage change in the CPI from February of the then previous year to February of the then current year. The CPI to be used is All Urban Consumers, U.S. City Average, All items. The increase shall not exceed X%.
2. The charges in Section 20-1 shall be adjusted annually to reflect changes, increases or decreases, in the number of service locations. The initial number of service locations is 4,080 and the initial monthly charge per unit is \$X.XX.
3. In the event additional garbage customers or pickups are necessitated by annexation, the Contractor shall make those pickups and the amount the town will pay to the Contractor for this additional service effective upon implementation of service to the annexed area and based on the increase in number of units to be serviced.

Section 22. Liquidated Damages

The acts or omissions in the left hand column are a breach of this Contract; the amounts in the right hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the monthly payment to the Contractor.

<u>Omission</u>	<u>Liquidated Damage</u>
1. Commencement of collection prior to 7:00 a.m. except as expressly permitted herein.	\$50 per incident per truck

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- | | |
|--|----------------------------|
| 2. Failure to collect spillage consistent with Section 10 (7). | \$25 per incident |
| 3. Failure to collect missed garbage, yard waste or white goods within one business day after a make-up request from Town. | \$10 per incident |
| 4. Missed collection of dumpster after reasonable notice. | \$100 per incident |
| 5. Failure to follow discipline remedial action as outlined in Section 9 (5). | \$100 per incident |
| 6. Failure to follow reporting requirements consistent with Section 15. | \$50 per incident |
| 7. Failure to submit previous week's weight tickets each week to the Town. | \$25 per incident |
| 8. Failure to provide separate collection of yard waste, bagged leaves and white goods within two working days of Town notification. | \$10 per item carried over |
- Procedures for applying, appealing and reversing liquidated damages will be included in Section 21.

Section 23. Dispute Resolution

In the event of a dispute arising under this Contract, the parties shall continue performance of their respective obligations under this Contract and shall attempt to resolve such dispute in a cooperative manner. The parties may agree to employ a mediator to assist them in reaching a resolution. If the parties are unable to resolve the dispute, then, the parties shall submit the matter in controversy to binding arbitration.

Either party may initiate arbitration by giving written notice to the other party setting forth the dispute which the party seeks to arbitrate. Each party shall have ten (10) days from delivery of the notice to the other party in which to propose an arbitrator. If different arbitrators are proposed by each part and no agreement can be reached to select one of the proposed arbitrators, or if neither party proposes an arbitrator, the parties agree that the Chief Judge presiding over the Superior Court for Buncombe County shall select an arbitrator. The dispute shall be submitted and decided by the arbitrator who has been duly appointed. Once an arbitrator is selected, a hearing before the selected arbitrator shall be

held within thirty (30) days unless both parties agree to a later hearing and service under this contract can be continued without disruption. The arbitration hearing shall be held at a mutually agreed upon location in Buncombe County, North Carolina, and the rules governing the hearing shall be the Rules for Court Ordered Arbitration in North Carolina, except as modified herein. The costs of arbitration shall be borne equally by the parties. The decision of the arbitrator shall be binding and may be enforced in the courts of Buncombe County, North Carolina.

This contract contains and represents the entire and integrated agreement between the parties, and supersedes any previous understandings, representations, commitments or agreements, oral or written. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties other than as set forth in this contract. No modification, alteration, amendment, change or addition to this contract shall be binding on either party unless given in writing to be signed by each party involved.

Section 24. Full Contract

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in their names by the appropriate officials and their corporate seals to be affixed hereto, this the day and year first above written.

TOWN OF BLACK MOUNTAIN

By: _____
Mayor

(SEAL)

ATTEST: _____
Town Clerk

CONTRACTOR

By: _____

(SEAL)

ATTEST: _____

CONTRACT APPENDIX A

(Schedule for Yard Waste and Bulky Items)

White Goods - Wednesdays

Yard Waste (Brush and Bagged Leaves) - Fridays*

* Contractor agrees to operate on Saturdays if needed to pick up Yard Waste.



CONTRACT APPENDIX B

Town of Black Mountain Statement of Policy (excerpt)

REFUSE AND TRASH COLLECTION

Contract

The Town of Black Mountain refuse and trash collection service is provided through contracts with outside agencies.

Financing

(See contract)

Residential Refuse Collection

Household garbage only is collected on a once weekly basis from curbside, except for disruptions caused by inclement weather, legal holidays, or unavoidable circumstances. Receptacles for garbage shall be of metal, plastic, or substantial construction, water tight with tight-fitting lids, provided with handles, and be kept in a serviceable condition with the lid in place. Service is limited to two (2) receptacles with a capacity of not more than thirty (96) gallons **combined**, and each receptacle shall not exceed (50) pounds in weight when filled. Raw garbage must be placed in plastic bags and all garbage must be disposed of by placing it in a garbage receptacle.

Commercial Refuse Collection

Commercial establishments using hand receptacles shall be served on a once weekly basis. Service is limited to two (2) receptacles with a capacity of not more than thirty (96) gallons **combined**, and each receptacle shall not exceed (50) pounds in weight when filled.

Industrial Waste

Industrial waste shall be collected, removed and disposed of by the operator of the factory, plant or enterprise creating or causing the same. Industrial waste is defined as all waste generated from manufacturing operations.

Non Acceptable Refuse

Poisons, acids, caustics, infectious materials, explosives, chemical liquids, whole trees, large tree stumps, tree limbs of greater than three (3) inches in diameter, any branch exceeding six (6) feet long or any quantity of limbs, branches etc., exceeding eight (8) cubic feet will not be collected by the garbage contractor.

Special Call Pickup

Anybody who wishes to have the garbage contractor make a special or extra pickup may contact the garbage contractor to make arrangements. Any fees for special services not covered under this policy shall be payable to the garbage contractor upon services delivered.

Building Materials; Lot Clearing; Landscaping

Building materials and wastes from lot clearing and landscaping shall be collected, removed and

disposed of by the private contractor or builder performing the work for the property owner or tenant. In the event that the private contractor or builder fails to collect, remove and dispose of building materials and wastes from lot clearing and landscaping, the property owner shall be responsible for same.

Appliances

Large bulky appliances such as water heaters, refrigerators (with doors removed), washing machines, etc., will be picked up at curbside on Wednesday. A request for this service must be made to the Public Works Department before 4:00 p.m. on the Tuesday before the service is needed.

Trash Collection

All waste, other than household garbage, industrial waste and non-acceptable refuse shall be placed at curbside. Loose items must be secured in a manner so as to keep them from being blown or scattered. Large bulky items such as furniture, carpet, etc., will be picked up on the regular trash pick up day.

Leaf Collection

Leaves shall be placed at curbside (not in the street), and must be contained in garbage receptacles or plastic bags. Leaves placed at curbside shall not contain any material other than leaves. At no time shall loose piles of leaves be collected by the Garbage Contractor. At no time shall the Garbage Contractor incorporate yard waste into garbage collection.

Bagged leaves and loose brush (brush cannot exceed 6 feet long by 3 inches in diameter and cannot exceed eight cubic feet in quantity) will be picked up on Fridays upon request to the Public Works Department before 4:00 p.m. on the Tuesday before the service is needed. Schedules for pick up of bagged leaves and loose brush may vary depending upon the time of year and volume of service requests.

Dumping on Vacant Lots, Streets, Storm Drains, Ditches, Manhole or Median Strip

No person shall throw, dispose of, or sweep any garbage, trash, leaves, industrial waste or non-acceptable refuse into any street storm drain, ditch, manhole or median strip.

No garbage or offensive or disease producing materials shall be dumped for any purpose in or allowed to accumulate on any lot or space with the Town limits.

Restrictions on Placing Garbage at Curbside

Residents and businesses are prohibited from placing bagged, boxed or unsecured garbage at curbside prior to 5:00 p.m. on the day before scheduled pick-up. (Adopted 5/10/99)

Control of Weeds and Underbrush

No property owner shall allow the growth and accumulation of grass, weeds and vegetable matter so as to render premises unsightly or unhealthy, if within one hundred (100) feet of any building.

No person shall allow or permit weeds and grass to grow and be upon his premises within the corporate limits of the Town, uncut so as to render the premises unsightly or unhealthy from the growth and accumulation of such grass, weeds and vegetable matter thereon.

Every owner or occupant of property shall cut down and remove therefrom all weeds, grass, vines and other growth, which endangers such property or which is likely to cause fire or harbor vermin such as rats or snakes.

RECYCLING SERVICE

The Town of Black Mountain offers a curbside recycling service and encourages all Black Mountain residents to participate. By using **RECYCLING BINS**, the following items can be recycled: (This list is subject to change based on the willingness of local recycling processors to accept materials.)

- Aluminum cans
- Steel cans
- Milk jugs and other bottles marked on the bottom with a number 2 inside a triangle
- Soda bottles and other bottles marked on the bottom with a number 1 inside a triangle
- Glass bottles and jars - clear, brown and green
- Newspaper and magazines
- Mixed paper – consisting of junk mail, broken down cereal boxes, laundry boxes, etc.

ALL items must be rinsed out (no lids) and placed in the recycling bins.

Other items that may be placed in the recycling bin for recycling include:

Corrugated Cardboard - Consists of moving boxes or any other boxes that are corrugated (spongy) in texture. Boxes must be flattened and cut to no larger than 3' x 3'.

The recyclable pickup is limited to the special recycling bins that are provided by the Town. Use of blue recycling bags are prohibited.

Service is limited to two (2) receptacles with a capacity of not more than thirty (96) gallons **combined**, and each receptacle shall not exceed (50) pounds in weight when filled.

The Town's recycling contractor may refuse to collect any recyclables that contain materials which are not accepted by the Town's recycling program.

Service to businesses is limited to two (2) receptacles with a capacity of not more than thirty (96) gallons **combined**, and each receptacle shall not exceed (50) pounds in weight when filled.

Service is only available to those businesses which also qualify for refuse collection from the Town. Each bag or bin shall not exceed 50 pounds in weight when filled. The Town's recycling contractor may refuse to collect any recyclables that contain materials which are not accepted by the Town's recycling program. At the Town's discretion and with the consent of the Town's contractor, business recycling may be offered on a weekly basis on a case-by-case basis to accommodate special needs of customers.