



Alamance County Landfill

DIRECTOR:
Chris Gustin

ASSISTANT DIRECTOR:
Emily Ball

August 25, 2026

1. Can you provide what current franchisee is charging residents for residential trash service in their respective zones?

Zones 1&2

Republic Services	
Garbage	Recyclables
\$/month	\$/month
\$ 23.06	\$ 15.62

Zone 3

GFL Environmental	
Garbage	Recyclables
\$/month	\$/month
\$ 26.30	\$ 11.29

2. What is the fee structure for franchise?

- This will be a subscription-based service whereby the franchisee will contract directly with the customer and charge a monthly fee for MSW and a monthly fee for recycling. The franchisee will pay normal rates at the landfill for MSW.

3. Will there be a \$500k bond required for each franchise area? For example, if two franchised areas are awarded to one company, will \$1mil bond be required?

- There will be a \$500K bond per franchisee

4. Do we need to provide a bond letter up to \$1.5 mil if we are bidding for all three areas?

- No, there will be a \$500K bond per franchisee

5. Do we have to bid for all three service areas?

- No, respondents can bid on all or any combination of zones.

6. Will there be a public bid opening?

- Yes, the bid opening will be held at the Alamance County Office Building, 124 West Elm Street, Graham NC 27253 at 2:30 pm, August 31, 2026

7. How many trash and recycling accounts are currently in each franchised area?

GFL - Area 3					Republic - Areas 1& 2			
Trash		Recycling			Trash		Recycling	
# of Cust	Tons	# of Cust	Tons		# of Cust	Tons	# of Cust	Tons
2025-26	5179	11979.98	1449	4438	7742	7740.48	2020	394.84
2024-25	5284	11572.7	1755	5432.58	7765	7312	1979	406
2023-24	1523	1018.83	1446	278.53	7483	6435.98	1891	404.14

8. Will the addresses be provided for existing customers in service areas?

- *The addresses will not be provided. They will be provided in the event of a transition.*

9. Do we only service what is inside the carts?

- *We do not mandate any waste and or recycling outside the carts are picked up.*

10. Can you verify that the trash and recycling in any franchised area will be awarded together?

- *Trash and recycling will be awarded together*

11. Do we need to state what size containers (65 or 95 gallon) will be used?

- *Yes*

12. Does the required office need to be located in Alamance County?

- *No*

13. Can we provide optional bids for grouping areas together?

- *Yes*

14. Please verify that force majeure events do not count as misses as long as communicated with the county.

- *Yes, it does not count as a miss as long as it is communicated with the county and the residents.*

15. Under XIII Remedies, what is the procedure for a remedy? Atypically, the contractor is given notice for a failure and allowed 15-30 days to correct. Can this

language be added since 3. under remedies is very arbitrary. The current language reads like a termination for convenience.

- *The franchisee will be given 5 days to remedy a violation.*

16. Please confirm that not having the cart curbside before the truck drives by on day of service is a valid miss.

- *If cart is not curbside before the truck drives by it is not considered a miss.*

17. Under liquidated damages, can the leaking truck violation be treated like valid misses with 24 hours to remedy the situation? Even new trucks have a hose that pops loose.

- *In this franchise agreement a leaking truck refers to a truck that has a broken seal or is not closed completely and leaking leachate. Hydraulic hose leaks and other miscellaneous failures will be considered a valid miss.*

18. The liquidated damages seem very severe- more severe than we have seen in any other agreement. We acknowledge the importance of service and are willing to compensate back for inadequate service, but could the penalty dollar amount be negotiated.

- *No*

19. Upon the awarding of franchised areas, who will be responsible for notifying the citizens of the initial change?

- *The current franchisee will be responsible for notifying the customers of any changes.*

20. Please confirm that the quoted price for monthly residential garbage rate per residence is for one 65 or 95 gallon cart.

- *Yes, the quoted price will be for one cart, any additional services can be negotiated between the franchisee and the customer.*

21. Can you provide current contracts for the waste providers in Alamance County?

- *See attached contracts.*

22. Please provide the last 3 months invoices for each service franchise area.

- *The service agreement is between the franchisee and the customer. The county does not have access to these records.*

23. Please share last 12 months tonnages of trash collected and disposed of in the landfill for each franchise service area.

- *Refer to number 7 and that is for the last fiscal year 25/26*
- 24. Please share last 12 months tonnages of recycling collected and delivered for processing at the recycling facility by each franchise service area.**
- *Refer to number 7 and that is for the last fiscal year 25/26*
- 25. Where is the recyclable material currently being processed**
- *The recyclable material is currently being processed at Republic Services MRF in Greensboro.*
- 26. Is the contractor allowed to put residents on stop service for non-payment.**
- *Yes, service agreements are between the franchisee and residents.*
- 27. How many back door services are currently provided in each franchise service area?**
- *The county does not know that number*
- 28. How many households in each service area have a second cart for trash or recycling collection?**
- *The county does not track this number.*
- 29. Are the franchise areas currently collected by rear-load or automated side load trucks?**
- *Automated side load trucks.*
- 30. Are residents responsible for replacement costs for stolen or lost garbage carts?**
- *Service agreements are between the franchisee and residents*
- 31. The RFP section 22 - states "agreement may be terminated at any time due to non-performance or poor service - Would the county consider adding cure period language to this section.**
- *Refer to question 15*
- 32. Please clarify the order of the RFP requirements and that the Proposal Form(s), Company Info Form and Non-Collusion Affidavit Form should precede the Qualifications of the Contractor.**
- *Please refer back to page 3, number 7 of the RFP*
- 33. Please confirm if Recycling rates may be increased if the recyclable processing fees increase such as the included for the landfill tipping rates.**
- *Recycling rates can only be increased as stated in Section IX service rates, paragraph C.*

34. Will the successful/ awarded contractor(s) new and not the incumbent to a certain exclusive franchise area be given a list of current (as of the annual August 1st reporting criteria of the Franchise Agreement or more recent) residential subscribers from which to contact to establish new accounts with the exclusive residential provider? Will this listing include name, address, email and phone #?

- *Refer to question number 8*

35. Did the penalty structure exist before this RFP?

- *No*

36. Given the extremely tight turnaround between and the Q&A submittal (8/26/26) and bid due date (8/31/26), would the county consider extending the bid due date to September 4th to allow for proper evaluation of answers?

- *The bid due date will remain 8/31/2026 at 2:00 pm.*

37. Please clarify the allowable rate increases after the initial two years of the term of the contract. Are rate increases allowed only if the CPI exceeds 5%? Is the CPI increase evaluated cumulatively to the date of the last rate increase?

- *Yes, rate increases are only allowed if the CPI exceeds 5%*
- *Yes, cumulatively from the effective date of the contract or the last increase.*

38. Please clarify if the company is responsible for tracking and reporting service failures for liquidated damage purposes?

- *The franchisee will self-report failures of service to the Solid Waste Director or their designee on a monthly basis.*

39. Hypothetically, if a route is down for more than 24 hours and multiple residents were not serviced until the next day, is that multiple misses or 1 miss?

- *Under this scenario, this would be considered multiple misses. Please refer to section X "additional conditions and requirements", paragraph F.*

40. How are service delays per the liquidated damage section handled in the event of a weather event or a road/ bridge closure that impacts the ability to service the residents.

- *Please refer to section X of the franchise agreement*

41. Is a service failure only considered as part of the liquidated damages if it is not corrected within 24 hours?

- *Please refer to section X of the franchise agreement*

42. Will the County please provide the amount of liquidated damages assessed to each Contractor for each of the past two (2) years?

- *This is the first contract that will have liquidated damages.*

43. Is the liquidated damages schedule graduated, with the applicable rate increasing as thresholds are reached, or does the applicable rate apply to all service misses during the month once a particular threshold is exceeded?

- *Yes, applicable rate increases as thresholds are reached. For example, if you have 21 valid misses a month it would be \$500 per miss.*

44. May a single proposer be awarded more than one service area? Additionally, does the County intend to award all three (3) service areas to a single franchisee if one proposer is determined to be the highest-ranked proposer for all three areas?

- *Yes, a single franchisee can be awarded more than one service area.*
- *It is possible that one franchisee can be awarded all three service areas.*

45. What is the current disposal/tipping fee per ton at the Alamance County Austin Quarter Landfill?

- *\$44 per ton (this includes the \$2.00 per ton solid waste tax)*

46. Is recycling collection provided to every residential unit within the service area, or is recycling service provided only to customers who specifically request or subscribe to the service? Is household garbage collection provided to every residential unit within the service area, or is garbage service provided only upon customer request or subscription?

- *Both services are to be provided to every unit that subscribes.*

47. Will the new Contractor be required to provide and deliver new garbage and recycling carts to all applicable residential units at the commencement of service?

- *Yes, the contract is effective January 1, 2027*

48. Will the new Contractor be provided with a phase-in period prior to assuming full-service responsibility?

- *Contractor must be ready to render full services as on January 1, 2027*

49. Regarding the required \$500,000 performance bond, is the \$500,000 amount a single bond covering all three (3) service areas, or is a separate \$500,000 bond required for each service area?

- *Refer to question 3*

50. Please confirm how the disposal pass-through charge is calculated. For example, if the landfill disposal fee increases by \$1.00 per ton, how would that increase be calculated and allocated on a per-unit basis?

- *If the tipping fee increases by \$1.00 per ton, the franchisee will be able to increase their fees by \$0.10 per month per resident/customer*

51. Will the County accept a trade secret designation pursuant to N.C.G.S. § 132-1.2 for the required certified financial statements?

- *The County will accept a trade secret designation pursuant to N.C.G.S. § 132-1.2, subject to the following conditions:*
- *Blanket designation is not permitted. A vendor may not designate an entire financial statement as confidential or a trade secret in its entirety. The County requires vendors to identify the specific information within the financial statement that is claimed to be a trade secret, on a line-item or section basis.*
- *Marking requirement. Each page containing information claimed as a trade secret must be clearly marked "CONFIDENTIAL" or "TRADE SECRET" at the time of submission.*
- *Summary list required. Vendors must submit, along with their proposal, a summary list identifying each specific section or item claimed as confidential and the basis for the claim.*
- *Statutory standard applies. To qualify for protection under G.S. 132-1.2, the designated information must meet the definition of a trade secret set forth in G.S. 66-152(3) - meaning it must derive independent economic value from not being generally known, and the vendor must have taken reasonable measures to keep it secret. General financial condition, revenue figures, or other information that does not meet this definition will not qualify for protection, regardless of how it is marked.*

- *County retains independent determination. The County will make its own determination as to whether specifically designated information meets the statutory definition of a trade secret. A vendor's designation does not bind the County to withhold the information if it is later determined not to qualify.*
- *No guarantee. While the County will make reasonable efforts to protect information that qualifies as a trade secret and is properly designated, the County cannot guarantee confidentiality, and proposals are subject to the North Carolina Public Records Act except to the extent specific information is legally exempt.*
- *Vendors should submit their proposals accordingly, with confidential or trade secret information clearly identified and segregated where possible, rather than submitting the entire financial statement as a confidential blanket document.*

52. Will points or a specific weighted value be assigned to each of the stated Evaluation Criteria? If so, will the County please provide the points or weighing assigned to each criterion?

- *Price (20 Points)*
- *Experience/Past Performance (30 Points)*
- *Resources (30 points in total broken down below)*
 - *Manpower (10 Points)*
 - *Equipment (10 Points)*
 - *Ability (10 Points)*
 - *Credentials/Finance Statue (20 Points)*

53. Is all household garbage required to be placed inside the designated collection cart? If garbage bags or other materials are placed outside the cart, what is the Contractor's required collection procedure?

- *Agreement is between the franchisee and the customer/resident. County does not regulate these actions.*

54. How many residential customers currently have more than one garbage cart?

- *Refer to question 28*

55. Will the Contractor be permitted to charge a resident for a replacement cart when the cart is lost, stolen, damaged, or otherwise requires replacement?

- *Agreement is between the franchisee and the customer/resident.*

56. Based on the draft Franchise Agreement, the Contractor is required to provide the County Solid Waste Director with an annual report that includes the number of subscribers for household garbage and recycling services, the tonnage collected for household garbage and recycling, and the name and location of the MRF where recyclable materials are delivered. Will the County please provide copies of the annual reports submitted for the past three (3) years?

- *The following are reported data for the last three years.*

GFL - Area 3					Republic - Areas 1& 2			
Trash			Recycling		Trash		Recycling	
# of Cust	Tons		# of Cust	Tons	# of Cust	Tons	# of Cust	Tons
2025-26	5179	11979.98	1449	4438	7742	7740.48	2020	394.84
2024-25	5284	11572.7	1755	5432.58	7765	7312	1979	406
2023-24	1523	1018.83	1446	278.53	7483	6435.98	1891	404.14

- *Republic MRF in Greensboro*

57. If the annual report described above is not a requirement under the current contract, will the County please provide the following information for the past three (3) years, by service area and Contractor, to the extent available:

- **Number of household garbage subscribers;**
 - *Refer to question 7*
- **Number of recycling subscribers;**
 - *Refer to question 7*
- **Household garbage tonnage collected;**
 - *Refer to question 1*
- **Recycling tonnage collected;**
 - *Refer to question 1*
- **Name and location of the MRF(s) where recyclable materials are delivered.**
 - *Refer to question 25*

58. Upon award of the contract, will the County provide the successful Contractor with a complete list of current subscribers for household garbage and recycling collection, including the subscriber's name and service address?

- *Current franchisee is responsible for distributing this information in event of a transition.*

59. Is the Contractor permitted to suspend collection service and remove the customer's cart for non-payment of applicable service charges? If so, please clarify the required notice and process for suspending service and removing the cart.

- *Agreement is between the franchisee and the customer/resident*

60. Insurance. Will the County accept exceptions/modifications to the insurance language in the RFP and franchise agreement to conform to the insurance that bidder has?

- *The insurance listed is the minimum required for the franchisee. Please refer to the Alamance County website under purchasing department in the vendors section.*

61. 24 Hours. There are several references to 24 hours in the RFP and the franchise agreement (Section 18. Section 4.02 of the T&C's, Section XF of the franchise agreement). Would the County agree to change this to one business day?

- *The 24-hour expectation will remain as stated.*

62. Termination. Section 22 of the RFP states that the franchise agreement can be terminated for non-performance or poor services. In the franchise agreement, will the County consider adding a cure period prior to termination to allow Franchisee to cure the default? The franchise agreement states that the County will give 180 days' notice – what happens if Franchisee cures the default?

- *Refer to question 15*

63. Non-Conforming Waste. We would like to propose language in the bid reply to define non-conforming waste materials (add as a defined term) and add a provision that the Franchisee has no obligation to collect such non-conforming materials, and if they are included in the waste materials, does not take title to such non-conforming materials. Is this language the County would consider reviewing?

- *Non-conforming waste will be defined as any unauthorized material which is prohibited by a facility permit, state rule or local ordinance. The franchisee has no obligation to collect non-conforming material.*

64. Assignment. Would the County allow assignments to affiliates of the Franchisee without consent?

- *No, the agreement is bound between the county and the intended franchisee.*

65. CPI. Please explain when the CPI increase can take effect per Section IXC of the Franchise Agreement Is it only if there is an increase in the CPI of 5% or more?

- *Franchisee may implement CPI increase beginning in year 3 of agreement only if the CPI is calculated to be greater than 5%.*

66. Will the County support giving flexibility to temporarily adjust the mandated items if the commodities market or processing facilities shift?

Adjustments will only be made if there is a change in state rules or local ordinance.

67. Are any towns/cities included in this franchise area(s) or allowed to have services provided to their residents within the service area(s)?

- *This agreement only applies to the unincorporated areas of the county.*

68. Are there specific weighted points associated with the Criteria evaluation, or are these equal in value?

- *Refer to question 52*

69. Will each proposer be responsible for the costs associated with the processing fees at the materials recovery facility, or does the County have a contract with the materials recovery facility for any associated processing costs?

- *The franchisee is responsible for establishing a contract with the MRF.*

70. Are there other smaller independent haulers currently providing residential collections in the Service Area(s)?

- *Any independent haulers operating in the franchise zones are unauthorized.*

71. The Rate states Monthly Rate per Residence; please confirm if this rate is per container at each residential address, to clarify that each residential address will have one container for garbage and any additional containers are billed in increments.

- *Monthly rate is for one garbage and/or recycling containers.*

72. Pricing: Will each contractor be required to provide a new container for each resident who subscribes for services as part of the pricing evaluation process?

- *Yes, in case of a transition, the new franchisee will be required to provide a new container.*

73. How many residents utilize the 64-gallon container size versus the 95-gallon container size?

- *The 64-gallon containers will be used for recycle and the 95-gallon will be used for trash.*

74. Has there been an instance of these Technology Developments modifying any past or current Franchise Agreements?

- *No*

75. Can you provide some examples of potential Developments in Technology that could impact the Franchise Agreement?

- *Reduction technologies, truck enhancements, are some examples of potential developments.*

76. Instruction 10 estimates 37,621 residential units and a population of 109,852 within the franchise area. Section 1.10 defines a Residential Unit as a dwelling located within the unincorporated boundaries of the County, and each Area description in Section VIII excludes residences inside the municipalities. Published Census figures place the unincorporated population of Alamance County at roughly 49,790. Do the figures in Instruction 10 exclude homes inside municipal limits? If they do not, can the County provide a revised estimate for the unincorporated area only?

- *The figures in instruction 10 only include those homes located within the unincorporated areas of the county. These numbers were provided by the county's GIS department as of the end of 2025.*

77. To allow accurate route and density modeling, please provide the following if available:

- **Monthly active subscriber counts for the past three years, separated into household garbage and recyclables. If counts are not available by the new Area boundaries, any existing geographic breakdown — or a breakdown by current hauler — would be helpful.**
 - *Refer to question 56*
- **A sample current customer invoice from each incumbent hauler serving the unincorporated areas. One redacted sample per hauler is sufficient — our purpose is to confirm the monthly rate and any additional charges residents are paying today, not to identify individual subscribers.**
 - *County does not have access as the contract is between the franchisee and the customer.*
- **The current contract or franchise agreement in effect with each incumbent hauler, including any amendments and approved rate adjustments.**
 - *See attached*
- **Three years of residential garbage tonnage delivered to the Austin Quarter Landfill from the unincorporated areas, as recorded at the scale house.**
 - *Refer to question 56*
- **GIS shapefiles for the boundaries of Areas 1, 2 and 3.**
 - *This information is defined and referenced in maps and service area description of the RFP.*

78. Are apartment units and mobile home park pads each counted as an individual Residential Unit under Section 1.10, and are they to be served with individual carts? Or are multi-family properties handled as commercial accounts outside the franchise?

- *Apartment units and mobile home parks are considered commercial accounts for the purposes of the franchise agreement.*

79. If a municipality annexes territory inside an Area during the term, do those homes leave the franchise?

- *Yes a municipality annexes a territory and provides solid waste services to the new area, then those homes would leave the franchise.*

B. Items that appear to need correction

80. The three Official Proposal and Acknowledgement Forms for Residential Recyclable Materials (pages 15, 17 and 19) each describe “every other week collection of residential household garbage.” We believe these should read “recyclable materials.” Will the County issue corrected forms? Instruction 11 provides that alterations to the forms may render a proposal irregular, so we would prefer not to amend them ourselves.

- *We will include corrected forms with this addendum.*

81. Instruction 4 states that service “shall consist of” weekly garbage collection and every-other-week recyclables collection. Section V.D of the Franchise Agreement states the Franchisee must offer recyclables collection “if a residential customer requests that service, independent of household garbage collection.” Is recyclables service provided to every customer, or only on request? This has a significant effect on pricing.

- *Garbage and/or recycling service is provided upon request.*

82. The Franchise Agreement recitals state the franchise runs “through December 31, 2032.” Section IV states a term of five years beginning upon execution. Section III sets the effective date as January 1, 2027. Which governs, and what is the intended expiration date?

- *The intended expiration date of the five-year term is December 31, 2031.*

83. Will the County provide the successful proposer with the current customer list for its Area, including service addresses and subscription status? We note that Section X.D requires the Franchisee to submit this list annually and provides that it “will be kept confidential and not shared with any possible competitor.” If the County does not intend to release it, how should an incoming Franchisee identify existing subscribers before January 1, 2027?

- *Within 2 weeks of award, these lists will be distributed.*

84. Who is responsible for removing the incumbent hauler's carts, and on what schedule? Will the County notify residents in the unincorporated areas that the franchise has changed?

- *The incumbent is responsible for removing their containers one month after the franchise is effective. The county will issue a press release notifying residents of any change.*

85. On what dates are the two regular Board meetings at which the franchise will be approved, and what is the expected notice-to-proceed date? If award is delayed, will the County adjust the January 1, 2027 service start date? Cart manufacturing lead times are the constraint here.

- *The meeting dates are September 21, 2026 and October 5, 2026.*
- *RFP Section 11 states "the county intends that the franchise shall be awarded within 45 days following the date that proposals are opened and read."*

86. Section IX.D permits the Franchisee to increase the monthly fee "by ten (10) percent of the amount of the tipping fee increase." Please confirm how this is calculated: ten percent of the dollar amount of the per-ton increase — a \$6.00 per ton increase permitting a \$0.60 per household per month adjustment — or a ten percent proportional adjustment to the monthly rate. If the latter is intended, tipping fees account for 15 to 20 percent of residential revenue, so a ten percent limit would recover only about half of a tipping fee increase. Would the County reconsider the limit, or allow a direct per-ton pass-through?

- *In this example a \$6.00 per ton increase permits a \$0.60 per household per month adjustment. The county will not reconsider the limit.*

87. Section IX.C permits a cost-of-living increase once the index has risen more than five percent since the start of the contract or the last increase. When that threshold is met, is the Franchisee entitled to the full cumulative change in the index, or only the portion above five percent? Please also confirm the exact Bureau of Labor Statistics series to be used, and that the first eligible adjustment is January 1, 2029.

- *Refer to question 37*
- *Series index stated Section IX.C*
- *First eligible adjustment is January 1, 2029 as stated in Section IX.C*

88. Please provide the five-year history of tipping fees at the Austin Quarter Landfill, together with any increases already approved or currently planned. Will the Franchisee pay the posted gate rate?

- *2021-\$40.00 Per ton*
2023-\$42.00 Per ton
2025-\$44.00 Per ton
- *There are no increases planned at this time.*
- *The franchisee will pay the posted gate rate.*

89. Sections IX.A and IX.B establish a “limit” on the monthly fee. Please confirm the Franchisee may charge less than that limit. Please also confirm whether optional charges — additional carts, bulky item pickups, cart replacement, return trips, restart fees and late fees — fall outside the limit.

- *Yes, they can charge less than the limit.*
- *Optional charges fall outside the limit.*

90. Section VII provides that the Solid Waste and Recycling Ordinances prevail over the Franchise Agreement, including future amendments, and Section X.K reserves the County’s right to amend the franchise. If an ordinance change materially increases the Franchisee’s cost of performance, is any rate adjustment available beyond Sections IX.C and IX.D?

- *If ordinance changes affect franchisee’s cost of performance, a performance rate adjustment can be requested.*

91. Which processing facility currently receives recyclables from the unincorporated areas, and what is the current processing fee and average contamination rate? If market conditions change during the term — for example, if a facility stops accepting glass — may the accepted materials list be amended?

- *Republic Waste MRF in Greensboro*
- *The franchisee is responsible for contracting with the MRF*
- *The accepted materials list can only be amended if the recycling ordinance is amended.*

92. Section 4.02 provides that a miss becomes a “valid miss” if not collected within 24 hours. Does that period run on calendar days or business days? Are misses caused by the customer excluded — a cart not placed at the curb, blocked access, or recyclables properly tagged as contaminated? And if the County and the Franchisee disagree on whether a miss is valid, who decides?

- *Valid miss runs on calendar days.*
- *Misses caused by the customer are excluded.*
- *The franchisee will provide a list of valid misses.*

93. How do the penalty tiers apply? In a month with 25 valid misses, does the \$500 rate apply to all 25, or only to those above 20? And where an area miss is assessed, are individual per-miss penalties also charged for each location within that area?

- *Refer to question 43*
- *For example, 25 valid misses fall within the third tier and each occurrence would be assessed a penalty of \$500.00.*

94. Is any relief from liquidated damages available for severe weather, natural disaster, or closure of the Austin Quarter Landfill? The Franchise Agreement does not appear to contain a force majeure provision. Relatedly, where the landfill becomes inoperable under Section X.A, is the added cost of hauling to an alternate facility recoverable?

- *Refer to question 14*
- *If the landfill becomes inoperable, franchisee may request compensation for additional cost.*

95. How are liquidated damages assessed and collected? Because the County makes no payments to the Franchisee, there is no invoice against which to offset. Is there an opportunity to contest an assessment before it becomes final?

- *Valid misses are reported to the county by the franchisee to the Solid Waste Director on a monthly basis. An invoice will be issued as necessary.*

96. Who owns the collection carts at expiration of the franchise — are they removed by the Franchisee, or transferred to a successor?

- *Franchisee*

97. Please confirm the following administrative points:

- **That a performance bond carrying annual continuation certificates satisfies Section XVIII, which requires the bond to remain in effect for the entire term including renewals.**
 - *Yes, carrying annual continuation satisfies Section XVIII.*
- **Whether the insurance limits in Instruction 16 or those in Section XV govern where the two differ, and whether the additional insured endorsement in Instruction 16 applies.**
 - *Please refer to the Alamance County website under purchasing department in the vendor's section.*
- **How long proposals must remain firm following the August 31 opening.**
 - *45 Days*

98. Section 12.00 excepts "individual homeowners and organizations who desire to dispose of their own Household Garbage" from the exclusive franchise. Does "organizations" include a homeowners association contracting with another hauler on behalf of its members?

- *Organizations within the unincorporated zones would be in violation of the exclusive franchise agreement.*

Official Proposal and Acknowledgement Form

PROPOSAL FOR **RESIDENTIAL HOUSEHOLD GARBAGE COLLECTION AND DELIVERY SERVICES FOR AREAS** _____

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a partnership), (a corporation duly organized under the laws of the State of _____).

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, 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 Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every week collection of residential household garbage as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a household garbage container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at the Austin Quarter Landfill.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)
Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

Official Proposal and Acknowledgement Form

PROPOSAL FOR **RESIDENTIAL RECYCLABLE MATERIALS** COLLECTION AND DELIVERY SERVICES FOR **AREAS** _____

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a partnership), (a corporation duly organized under the laws of the State of _____).

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, 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 Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every other week collection of residential recycling as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a recyclables container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at a recycling materials processing facility.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)
Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

Official Proposal and Acknowledgement Form

PROPOSAL FOR RESIDENTIAL RECYCLABLE MATERIALS COLLECTION AND DELIVERY SERVICES FOR AREA 1

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a partnership), (a corporation duly organized under the laws of the State of _____).

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, 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 Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every other week collection of residential recycling as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a recyclables container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at a recycling materials processing facility.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)
Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

Official Proposal and Acknowledgement Form

PROPOSAL FOR **RESIDENTIAL RECYCLABLE MATERIALS** COLLECTION AND DELIVERY
SERVICES FOR **AREA 2**

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a
partnership), (a corporation duly organized under the laws of the State of _____).

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, 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 Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every other week collection of residential recycling as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a recyclables container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at a recycling materials processing facility.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)

Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

Official Proposal and Acknowledgement Form

PROPOSAL FOR **RESIDENTIAL RECYCLABLE MATERIALS** COLLECTION AND DELIVERY SERVICES FOR **AREA 3**

TO: Alamance County Purchasing Department

Proposal of _____ (an individual), (a partnership), (a corporation duly organized under the laws of the State of _____).

The undersigned having carefully read and considered the terms and conditions of the Franchise Documents for Household Garbage and Residential Recyclable Materials Collection and Delivery for Alamance County, does hereby offer to perform such services on behalf of the County, 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 Franchise Documents at the rates (expressed in words and figures) hereinafter set forth:

Every other week collection of residential recycling as defined by County Ordinance at such Residential Units and delivery as per specifications, including the provision of a recyclables container(s), delivery of a public education and informational material to include a calendar provided to each customer of scheduled pickups, and the tipping fee at a recycling materials processing facility.

Addenda _____ acknowledged (If applicable)

Price in Words and Figures

Words

\$ _____ (Monthly Rate per Residence)

Figures

Company Name

Print Name of Signer (Authorized Representative)

Signer's Title

Manual Signature

(City)

(County)

(State)

(Zip)

**FRANCHISE AGREEMENT
BETWEEN
THE COUNTY OF ALAMANCE
AND
WASTE INDUSTRIES, LLC**

THIS FRANCHISE AGREEMENT is made and entered into effective on the 1st day of January, 2019, by and between the County of Alamance, a political subdivision of the State of North Carolina (hereinafter referred to as "County"), and Waste industries, LLC, a for profit corporation (hereinafter referred to as "Franchisee").

WHEREAS, the County is authorized to grant one or more exclusive, revocable, franchises to collect, transport, and dispose of household garbage and recyclables within the County; and

WHEREAS, the County received an official proposal and acknowledgment for a Franchise from Franchisee; and

WHEREAS, the County has determined that it is in the best interest of the County and its residents to award the Franchise to Franchisee through December 31, 2023, with a three (3) year renewal upon mutual agreement by the County and Franchisee as specified in Section IV.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do hereby mutually agree as follows:

I. GRANT OF FRANCHISE

A. Franchisee is hereby granted for itself and its successors and assigns, subject to the terms and conditions of this Franchise Agreement as approved by the Board of Commissioners, for the geographical area within the unincorporated boundaries of Alamance County, the right, privilege, and authority to collect, transport, and dispose of household garbage and recyclables.

B. The Franchise Agreement is subject to the Alamance County Solid Waste Ordinance and Alamance County Recycling Ordinance (hereinafter referred to as "Solid Waste and Recycling Ordinances"). Nothing in this Franchise Agreement shall be deemed to waive the requirements of the various ordinances of the County regarding permits, fees to be paid, or health and safety requirements.

II. RIGHT OF COUNTY TO ISSUE FRANCHISE

Franchisee acknowledges and accepts the legal right of the County to issue this Franchise Agreement.

III. EFFECTIVE DATE OF FRANCHISE

The effective date of the Franchise shall be January 1, 2019.

IV. TERM

The term of the Franchise shall be for a period of five (5) years, with a three (3) year renewal upon mutual agreement of the County and Franchisee from the effective date, unless sooner terminated as provided in this Agreement, at which time it shall expire and be of no further force or effect. The Franchisee shall under this Franchise give one hundred eighty (180) days written notice to the County before abandoning the Franchise.

V. REQUIRED SERVICE

- A. The Franchisee shall provide prompt and effective service to every customer in the franchise area. Collection of household garbage and recyclables shall not start before 6:00 am or continue after 7:00 pm on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the County and Franchisee, or when Franchisee reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- B. Residential household garbage shall be removed by the Franchisee from the customer's premises at least once a week, provided the customer is no more than thirty (30) days in arrears in payment of the required collection fees. However, the Franchisee shall not be required to pick up more than two (2) containers of garbage, each container to be no larger than 96 gallons. A residential household garbage collector, franchised under this ordinance shall present to each customer a schedule of fees as authorized by this franchise, to be charged.
- C. The Franchisee shall provide each residential household garbage customer with a solid waste container. Each container shall be constructed of a durable material in such manner as to be strong, watertight, not easily corrodible, fly proof and rodent proof and shall have tight-fitting covers which shall be kept in place at all times, except when garbage is being deposited in or removed from such containers. Container should have a minimum 65 gallon capacity and a maximum 96 gallon capacity.
- D. The Franchisee shall offer recyclables collection if a residential customer requests that service, independent of household garbage collection service. Recyclables to include, but not limited to, newsprint, aluminum beverage cans, corrugated cardboard, brown and clear glass bottles and jars (food and drink), plastic bottles and jugs, and colored plastic containers excluding automotive product containers. Recyclables shall be removed by the Franchisee from the customer's residence at least once every other week. A recyclable collector, franchised under this ordinance, shall present to each customer a schedule of fees as authorized by this franchise, to be charged.
- E. The Franchisee shall provide each residential recyclables customer with a recycling container. Each container shall be constructed of a durable material in such manner as to be strong, watertight, not easily corrodible, fly proof and rodent proof and shall have tight-fitting covers which shall be kept in place at all times, except when garbage is being deposited in or removed from such containers. Container should have a minimum 65 gallon capacity and a maximum 96 gallon capacity.

- F. The Franchisee shall provide each customer with a calendar of scheduled pickups, to include both household garbage and recyclables collections. Copies shall be provided to the Solid Waste Director or their designee.

VI. EXCLUSIVE FRANCHISE

The County hereby grants and Waste Industries, LLC hereby accepts an exclusive franchise for the collection and transportation of residential household garbage and recyclables in the designated service area, specified in section VIII. The County specifically reserves the right to grant at any time after termination of this Agreement such additional Franchises for solid waste services as it deems appropriate.

VII. INCORPORATION OF THE SOLID WASTE AND RECYCLING ORDINANCES BY REFERENCE AND RESOLUTION OF CONFLICTS

All terms, conditions and provisions of the Solid Waste and Recycling Ordinances shall be deemed to be embodied in this Franchise Agreement, and the express terms of said Ordinances shall prevail over conflicting or inconsistent provisions of this Franchise Agreement. This includes any and all updated versions of said Ordinances made within the term of this Agreement, as amended from time to time.

VIII. SERVICE AREA

The franchise area shall be the geographical area within the unincorporated boundaries of Alamance County, North Carolina described as follows:

All residents of Alamance County south and east of State Highway 62 from the Haw River on the north to the Guilford County line on the West, and south and westerly of a line following the Haw River from State Highway 62 to the Orange County line, except residences located in the municipalities.

IX. SERVICE RATES

- A. There is hereby established and imposed a limit on the fee for residential household garbage collection, transportation, fuel surcharge and disposal in the amount of \$18.00 per household per month for weekly curbside pickup. This fee also includes the rental of a solid waste container. The Franchisee is authorized by this ordinance to bill subscribers for no more than three (3) months in advance of services rendered. "Weekly" means service on the same day of each week except for extreme weather conditions (snow or ice), equipment breakdowns, or holidays. Service will be resumed as quickly as possible following any unavoidable delay.
- B. There is hereby established and imposed a limit on the fee for residential recyclables collection, transportation, fuel surcharge and disposal in the amount of \$7.95 per household per month for biweekly curbside pickup. This fee also includes the rental of a recyclables container. The Franchisee is authorized by this ordinance to bill subscribers for no more than three (3) months in advance of services rendered.

"Biweekly" means service on the same day of the week every other week except for extreme weather conditions (snow or ice), equipment breakdowns, or holidays. Service will be resumed as quickly as possible following any unavoidable delay.

- C. The County will not entertain increases in the per month subscriber fee for the first two years of the franchise term. The Franchisee may thereafter submit a non-binding request to the County Commissioners for an increase of the percent change if the annual consumer price index for all urban consumers goes above five (5) percent since the start of the contract or the last increase, whichever is later. The index to be used is the Consumer Price Index, CPI-W, Urban Wage Earners and Clerical Workers, U.S. City Average, July issue of the preceding year. Increased fee requests can only be submitted once annually.
- D. Prior to a tipping fee change becoming effective, it shall be approved by the Board of Commissioners provided, however, that for every \$1.00 that the county may increase its tipping fees, the Franchisee may increase monthly customer charge by ten (10) percent of the amount of the tipping fee increase without applying to the Board of Commissioners for such an increase. Before an increase can take effect, Franchisee must send, by certified letter, notice to the Board of Commissioners at least one hundred twenty (120) days prior.

X. ADDITIONAL CONDITIONS AND REQUIREMENTS

- A. All household garbage collected under this Agreement must be delivered to the Alamance County Landfill. In the event of an emergency or disaster that renders the Alamance County Landfill inoperable, the Franchisee shall transport solid waste to a disposal facility agreed to by the County Manager or their designee. No solid waste may be transported to, transferred, or disposed of at any other location within the county or outside the county without advanced notification to the County Manager or their designee.
- B. All recyclables collected under this Agreement must be delivered to a material recovery facility (MRF) for processing. No recyclables may be transported to, transferred, or disposed of at any other location without advanced notification to the County Manager or their designee.
- C. The Franchisee shall submit an annual report to the Solid Waste Director by August 1st of each year, to include information from July 1-June 30 prior, during the term of this franchise. This report will include, but not limited to, the number of subscribers for household garbage collection, number of subscribers for recyclables collection, tonnage collected for household garbage collection, tonnage collected for recyclable collection, and name and location of MRF(s) recyclables were delivered to for processing.
- D. The Franchisee shall submit annually to the County Manager or their designee a list of subscribers for household garbage and recyclables collection, to include name and addresses, by August 1st each year, to include information from July 1-June 30 prior. This list will be kept confidential and not shared with any possible competitor.
- E. The Franchisee is authorized, but not required, to provide back yard collection, transportation and disposal of household garbage and/or recyclables to subscribers at rates mutually agreed upon between the subscriber and the Franchisee.

- F. The Franchisee will notify customers, within 24 hours, of any and all delays in service due to extreme weather conditions (snow or ice), equipment breakdowns or holidays and provide the customer with an alternate pick up schedule to accommodate the delay.
- G. Residential collection routes shall be established by the Franchisee. The Franchisee shall submit a map, annually, designating the residential collection routes to the County for their approval, which approval shall not be unreasonably withheld. The Franchisee may from time to time propose to County for approval changes in routes or days of collection affecting residential subscribers, which approval shall not be unreasonably withheld.
- H. All materials hauled by the Franchisee shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented. Civil and/or Criminal Penalties may be administered to those in violation.
- I. The Franchisee shall provide an adequate number of vehicles for regular collection services. All vehicles, boxes, bins, tarps and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity of the Franchisee.
- J. Franchisee must provide to subscribers, annually, educational materials regarding solid waste disposal and recycling. Information to include, but not limited to, materials banned from landfill disposal and acceptable recyclables. Copies shall be provided to the Solid Waste Director or their designee.
- K. No provisions of this Agreement shall be construed to prohibit any person from collecting, picking up, removing, transporting, or disposing of household garbage from property owned or leased by him, or which is under his proprietorship, management, or control, provided, however, that such person complies with local, state, or federal rules and regulations.
- L. In the event of new technological developments or collection methods that the Board of Commissioners deems beneficial to the citizens of Alamance County, the County reserves the right to amend and renegotiate the franchises to implement such methods. This could include adjustments in authorized fees.

XI. POLICE POWERS

In accepting this Franchise Agreement, Franchisee acknowledges that its rights hereunder are subject to the police powers of the County to adopt and enforce general ordinances necessary to the health, safety and welfare of the public and it agrees to comply with all applicable general laws and ordinances enacted by the County pursuant to such power, as provided in the Solid Waste and Recycling Ordinances as amended by the County Commissioners.

XII. REGULATION

Solid Waste and Recycling Regulatory Authority. The County shall exercise appropriate regulatory authority under the provisions of the Ordinance and this Franchise Agreement. Regulation may be exercised through any duly designated County office or duly established

Board of Commissioners or other body or official appointed to advise the County in its regulatory responsibilities.

XIII. REMEDIES

For the violation of any provision of this agreement or the Alamance County Solid Waste or Recycling Ordinance, the penalties shall be as set forth in the Alamance County Solid Waste or Recycling Ordinance. The Board may terminate or suspend upon notice and hearing all or any portion of a franchise for any of the following reasons:

1. Loss of the Franchisee's license to operate as a solid waste, residential household garbage, or recyclable material collector;
2. Failure of the Franchisee to comply with the authorized fee schedules;
3. Failure of the Franchisee to render prompt and effective service to persons within his service area;
4. Failure of the Franchisee to comply with any provision of this ordinance or applicable regulations of the Department of Environmental Quality, or
5. Violation of the Alamance County Solid Waste or Recycling Ordinances.

The County shall give a one hundred eighty (180) day notice of termination of this franchise to the Franchisee.

XIV. INSURANCE

At Franchisee's sole expense, Franchisee shall procure and maintain the following minimum insurances with insurers licensed in North Carolina. Alamance County reserves the right to require higher insurance requirements as deemed necessary for the performance of all Alamance County Projects.

- A. **WORKERS' COMPENSATION**
Statutory limits covering all employees, including Employer's Liability, as required by North Carolina law.
- B. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$ 5,000 Medical Payments
- C. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 Combined Single Limit - Any Auto

XV. COOPERATION

The parties recognize that it is within their mutual best interests for solid waste and recycling services to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise Agreement. Should either party believe that the other is not acting timely or reasonably within the confines of applicable regulations and procedures in responding to a request for action, that party shall notify the agents designated for that purpose by the other. The agent will use its best effort to facilitate the particular action requested.

The Franchisee must designate a specific contact person, located in North Carolina, to respond to customer needs.

The Franchisee shall develop a customer service report form, approved by the County, to respond to customer inquiries and/or complaints. Copies of these customer service report forms shall be forwarded to the Solid Waste Director or designated representative on a quarterly basis. Should a complaint be received by the County, it will be forwarded to the Franchisee for appropriate response. The Franchisee shall provide a written response of action taken to resolve the complaint on the customer service report form to the Solid Waste Director or designated representative within five (5) working days.

XVI. WAIVER

The failure of the County at any time to require performance by Franchisee of any provision hereof shall in no way affect the right of the County hereafter to enforce the same. Nor shall the waiver by the County of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.

XVII. PERFORMANCE BOND

- A. Before commencing work, the Franchisee shall furnish to the County a performance bond in the minimum of Two Hundred Thousand Dollars (\$200,000.00). The Franchisee is required to procure and maintain the performance bond at its sole cost and expense. The performance bond shall remain in effect for the entire term this Franchise Agreement is in effect including any extension or renewal terms.
- B. All bonds shall be in the forms prescribed by law or regulation and be executed by such sureties legally authorized to do business in the State of North Carolina and shall be satisfactory in form to the County Attorney.
- C. If the surety of any bond furnished by the Franchisee is declared bankrupt or becomes insolvent or its rights to do business is terminated or it ceases to meet the requirements herein, the Franchisee shall within five (5) days thereafter substitute another performance bond, which must be acceptable to Alamance County.
- D. Attorneys-in-fact who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

XVIII. CUMULATIVE PROVISION

The rights and remedies reserved to the County by this Franchise Agreement are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the County may have with respect to the subject matter of this Franchise Agreement, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

XIX. CAPTIONS

Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

XX. NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture of principle-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

XXI. ENTIRE AGREEMENT

This Agreement and all attachments hereto, and the Solid Waste and Recycling Ordinances and all attachments thereto, as incorporated herein, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersede all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only as provided in said Solid Waste and Recycling Ordinances.

XXII. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement, except as provided for in the Solid Waste and Recycling Ordinances.

XXIII. LAW GOVERNING

This agreement shall be controlled by and interpreted in accordance with the laws of the State of North Carolina, and dispute arising hereunder, if unsettled, shall be litigated in the General Court of Justice of Alamance County, North Carolina.

XXIV. ASSIGNMENT OF FRANCHISE

This franchise cannot be sold, assigned, or transferred in any way without specific written approval of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

For Alamance County:



ATTEST:
Carol M. Grink
Clerk to the Board

Ann Swt Jolley
Chair of the Board

Approved as to form and legal sufficiency:

Cliff B. Bledsoe
County Attorney

For Franchisee:

[Corporate Seal]

Waste Industries, LLC

By:

Tim Smith
Regional Vice President

ATTEST:

Carol Dalton

EXTENSION OF EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN THE COUNTY OF ALAMANCE AND GFL ENVIRONMENTAL (DBA
WASTE INDUSTRIES, LLC), ENTERED INTO EFFECTIVE THE 1ST DAY OF
JANUARY 2019

WHEREAS, in accordance with N.C.G.S. § 153A-46 and N.C.G.S. § 153A-136, the Alamance County Solid Waste Management Ordinance, and other applicable laws, the Alamance County Board of Commissioners has determined that it is in the best interest of the County to extend its franchise agreement with GFL Environmental (dba Waste Industries, LLC), which is effective January 1, 2019 (the "Agreement") for three (3) years until December 31, 2026, as specified in Section IV of the Agreement; and

WHEREAS, the parties have agreed to replace the language in Section IX Subsection C of the Agreement. to read:

"Franchisee shall be entitled to an annual Cost of Living increase beginning January 1, 2024, and each January 1 thereafter, based on the Consumer Price Index for All Urban Consumers (CPI-U) Water and Sewer and Trash Index, Garbage and Trash Sub-Index for the preceding month of July as published by the Bureau of Labor Statistics. Increases shall occur no more than once per year.";

and WHEREAS, the County has agreed to replace the language in Section IX Subsection D of the Agreement. to read:

"Franchisee may increase the monthly fee for solid waste collection by ten (10) percent of the amount of the tipping fee increase for every Board of Commissioner approved increase in tipping fees for the Alamance County Landfill. This increase will be in effect at the same time as the tipping fee increase is instituted by the Alamance County Landfill."

NOW THEREFORE the Board of Commissioners of Alamance County grants this Franchise Extension after being satisfied that Franchisee has met the requirements set forth in the Alamance County Solid Waste Management Ordinance.

BE IT FURTHER PROVIDED that this Franchise Extension shall become effective upon final adoption after two readings and being passed at two regular meetings.

Adoption on the first reading on December 4, 2023.

Final Adoption on the second reading on December 18, 2023.

NOW IN WITNESS WHEREOF, the parties hereto have caused this Franchise Extension to be executed this day and year above written:

For Alamance County:



J. M. P. R. G.
Chair of the Board

Attest:

Joey Crink
Clerk to the Board

Approved as to form and legal sufficiency:

[Signature]
County Attorney

For Franchisee:

GFL Environmental dba Waste Industries LLC

(Corporate Seal)

By: *Travis Hickcock* Travis Hickcock
Title: Regional Vice President

ATTEST:

Norma Tanez Norma Tanez
Gov Contracts Mgr

**FRANCHISE AGREEMENT
BETWEEN
THE COUNTY OF ALAMANCE
AND
REPUBLIC SERVICES OF NORTH CAROLINA LLC**

THIS FRANCHISE AGREEMENT is made and entered into effective on the 1st day of January, 2019, by and between the County of Alamance, a political subdivision of the State of North Carolina (hereinafter referred to as "County"), and Republic Services of North Carolina LLC, a for profit corporation (hereinafter referred to as "Franchisee").

WHEREAS, the County is authorized to grant one or more exclusive, revocable, franchises to collect, transport, and dispose of household garbage and recyclables within the County; and

WHEREAS, the County received an official proposal and acknowledgment for a Franchise from Franchisee; and

WHEREAS, the County has determined that it is in the best interest of the County and its residents to award the Franchise to Franchisee through December 31, 2023, with a three (3) year renewal upon mutual agreement by the County and Franchisee as specified in Section IV.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do hereby mutually agree as follows:

I. GRANT OF FRANCHISE

A. Franchisee is hereby granted for itself and its successors and assigns, subject to the terms and conditions of this Franchise Agreement as approved by the Board of Commissioners, for the geographical area within the unincorporated boundaries of Alamance County, the right, privilege, and authority to collect, transport, and dispose of household garbage and recyclables.

B. The Franchise Agreement is subject to the Alamance County Solid Waste Ordinance and Alamance County Recycling Ordinance (hereinafter referred to as "Solid Waste and Recycling Ordinances"). Nothing in this Franchise Agreement shall be deemed to waive the requirements of the various ordinances of the County regarding permits, fees to be paid, or health and safety requirements.

II. RIGHT OF COUNTY TO ISSUE FRANCHISE

Franchisee acknowledges and accepts the legal right of the County to issue this Franchise Agreement.

III. EFFECTIVE DATE OF FRANCHISE

The effective date of the Franchise shall be January 1, 2019.

IV. TERM

The term of the Franchise shall be for a period of five (5) years, with a three (3) year renewal upon mutual agreement of the County and Franchisee from the effective date, unless sooner terminated as provided in this Agreement, at which time it shall expire and be of no further force or effect. The Franchisee shall under this Franchise give one hundred eighty (180) days written notice to the County before abandoning the Franchise.

V. REQUIRED SERVICE

- A. The Franchisee shall provide prompt and effective service to every customer in the franchise area. Collection of household garbage and recyclables shall not start before 6:00 am or continue after 7:00 pm on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the County and Franchisee, or when Franchisee reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- B. Residential household garbage shall be removed by the Franchisee from the customer's premises at least once a week, provided the customer is no more than thirty (30) days in arrears in payment of the required collection fees. However, the Franchisee shall not be required to pick up more than two (2) containers of garbage, each container to be no larger than 96 gallons. A residential household garbage collector, franchised under this ordinance shall present to each customer a schedule of fees as authorized by this franchise, to be charged.
- C. The Franchisee shall provide each residential household garbage customer with a solid waste container. Each container shall be constructed of a durable material in such manner as to be strong, watertight, not easily corrodible, fly proof and rodent proof and shall have tight-fitting covers which shall be kept in place at all times, except when garbage is being deposited in or removed from such containers. Container should have a minimum 65 gallon capacity and a maximum 96 gallon capacity.
- D. The Franchisee shall offer recyclables collection if a residential customer requests that service, independent of household garbage collection service. Recyclables to include, but not limited to, newsprint, aluminum beverage cans, corrugated cardboard, brown and clear glass bottles and jars (food and drink), plastic bottles and jugs, and colored plastic containers excluding automotive product containers. Recyclables shall be removed by the Franchisee from the customer's residence at least once every other week. A recyclable collector, franchised under this ordinance, shall present to each customer a schedule of fees as authorized by this franchise, to be charged.
- E. The Franchisee shall provide each residential recyclables customer with a recycling container. Each container shall be constructed of a durable material in such manner as to be strong, watertight, not easily corrodible, fly proof and rodent proof and shall have tight-fitting covers which shall be kept in place at all times, except when

garbage is being deposited in or removed from such containers. Container should have a minimum 65 gallon capacity and a maximum 96 gallon capacity.

- F. The Franchisee shall provide each customer with a calendar of scheduled pickups, to include both household garbage and recyclables collections. Copies shall be provided to the Solid Waste Director or their designee.

VI. EXCLUSIVE FRANCHISE

The County hereby grants and Republic Services of North Carolina, LLC hereby accepts an exclusive franchise for the collection and transportation of residential household garbage and recyclables in the designated service area, specified in section VIII. The County specifically reserves the right to grant at any time after termination of this Agreement such additional Franchises for solid waste services as it deems appropriate.

VII. INCORPORATION OF THE SOLID WASTE AND RECYCLING ORDINANCES BY REFERENCE AND RESOLUTION OF CONFLICTS

All terms, conditions and provisions of the Solid Waste and Recycling Ordinances shall be deemed to be embodied in this Franchise Agreement, and the express terms of said Ordinances shall prevail over conflicting or inconsistent provisions of this Franchise Agreement. This includes any and all updated versions of said Ordinances made within the term of this Agreement, as amended from time to time.

VIII. SERVICE AREA

The franchise area shall be the geographical area within the unincorporated boundaries of Alamance County, North Carolina described as follows:

All residences on the western side of State Highway 62 from the Caswell County line in the north to the Guilford County line on the west, except residences inside the municipalities.

And

All residences in that part of Alamance County easterly and northerly of a line following Highway 62 from the Caswell County line on the north to Haw River, thence down Haw River to the Orange County line, except residences inside the municipalities.

IX. SERVICE RATES

- A. There is hereby established and imposed a limit on the fee for residential household garbage collection, transportation, fuel surcharge and disposal in the amount of \$15.85 per household per month for weekly curbside pickup. This fee also includes the rental of a solid waste container. The Franchisee is authorized by this ordinance to bill subscribers for no more than three (3) months in advance of services rendered. "Weekly" means service on the same day of each week except for extreme weather

conditions (snow or ice), equipment breakdowns, or holidays. Service will be resumed as quickly as possible following any unavoidable delay.

- B. There is hereby established and imposed a limit on the fee for residential recyclables collection, transportation, fuel surcharge and disposal in the amount of \$11.00 per household per month for biweekly curbside pickup. This fee also includes the rental of a recyclables container. The Franchisee is authorized by this ordinance to bill subscribers for no more than three (3) months in advance of services rendered. "Biweekly" means service on the same day of the week every other week except for extreme weather conditions (snow or ice), equipment breakdowns, or holidays. Service will be resumed as quickly as possible following any unavoidable delay.
- C. The County will not entertain increases in the per month subscriber fee for the first two years of the franchise term. The Franchisee may thereafter submit a non-binding request to the County Commissioners for an increase of the percent change if the annual consumer price index for all urban consumers goes above five (5) percent since the start of the contract or the last increase, whichever is later. The index to be used is the Consumer Price Index, CPI-W, Urban Wage Earners and Clerical Workers, U.S. City Average, July issue of the preceding year. Increased fee requests can only be submitted once annually.
- D. Prior to a tipping fee change becoming effective, it shall be approved by the Board of Commissioners provided, however, that for every \$1.00 that the county may increase its tipping fees, the Franchisee may increase monthly customer charge by ten (10) percent of the amount of the tipping fee increase without applying to the Board of Commissioners for such an increase. Before an increase can take effect, Franchisee must send, by certified letter, notice to the Board of Commissioners at least one hundred twenty (120) days prior.

X. ADDITIONAL CONDITIONS AND REQUIREMENTS

- A. All household garbage collected under this Agreement must be delivered to the Alamance County Landfill. In the event of an emergency or disaster that renders the Alamance County Landfill inoperable, the Franchisee shall transport solid waste to a disposal facility agreed to by the County Manager or their designee. No solid waste may be transported to, transferred, or disposed of at any other location within the county or outside the county without advanced notification to the County Manager or their designee.
- B. All recyclables collected under this Agreement must be delivered to a material recovery facility (MRF) for processing. No recyclables may be transported to, transferred, or disposed of at any other location without advanced notification to the County Manager or their designee.
- C. The Franchisee shall submit an annual report to the Solid Waste Director by August 1st of each year, to include information from July 1-June 30 prior, during the term of this franchise. This report will include, but not limited to, the number of subscribers for household garbage collection, number of subscribers for recyclables collection, tonnage collected for household garbage collection, tonnage collected for recyclable collection, and name and location of MRF(s) recyclables were delivered to for processing.

- D. The Franchisee shall submit annually to the County Manager or their designee a list of subscribers for household garbage and recyclables collection, to include name and addresses, by August 1st each year, to include information from July 1-June 30 prior. This list will be kept confidential and not shared with any possible competitor.
- E. The Franchisee is authorized, but not required, to provide back yard collection, transportation and disposal of household garbage and/or recyclables to subscribers at rates mutually agreed upon between the subscriber and the Franchisee.
- F. The Franchisee will notify customers, within 24 hours, of any and all delays in service due to extreme weather conditions (snow or ice), equipment breakdowns or holidays and provide the customer with an alternate pick up schedule to accommodate the delay.
- G. Residential collection routes shall be established by the Franchisee. The Franchisee shall submit a map, annually, designating the residential collection routes to the County for their approval, which approval shall not be unreasonably withheld. The Franchisee may from time to time propose to County for approval changes in routes or days of collection affecting residential subscribers, which approval shall not be unreasonably withheld.
- H. All materials hauled by the Franchisee shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented. Civil and/or Criminal Penalties may be administered to those in violation.
- I. The Franchisee shall provide an adequate number of vehicles for regular collection services. All vehicles, boxes, bins, tarps and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity of the Franchisee.
- J. Franchisee must provide to subscribers, annually, educational materials regarding solid waste disposal and recycling. Information to include, but not limited to, materials banned from landfill disposal and acceptable recyclables. Copies shall be provided to the Solid Waste Director or their designee.
- K. No provisions of this Agreement shall be construed to prohibit any person from collecting, picking up, removing, transporting, or disposing of household garbage from property owned or leased by him, or which is under his proprietorship, management, or control, provided, however, that such person complies with local, state, or federal rules and regulations.
- L. In the event of new technological developments or collection methods that the Board of Commissioners deems beneficial to the citizens of Alamance County, the County reserves the right to amend and renegotiate the franchises to implement such methods. This could include adjustments in authorized fees.

XI. POLICE POWERS

In accepting this Franchise Agreement, Franchisee acknowledges that its rights hereunder are subject to the police powers of the County to adopt and enforce general ordinances necessary to the health, safety and welfare of the public and it agrees to comply with all applicable general laws and ordinances enacted by the County pursuant to such power, as provided in the Solid Waste and Recycling Ordinances as amended by the County Commissioners.

XII. REGULATION

Solid Waste and Recycling Regulatory Authority. The County shall exercise appropriate regulatory authority under the provisions of the Ordinance and this Franchise Agreement. Regulation may be exercised through any duly designated County office or duly established Board of Commissioners or other body or official appointed to advise the County in its regulatory responsibilities.

XIII. REMEDIES

For the violation of any provision of this agreement or the Alamance County Solid Waste or Recycling Ordinance, the penalties shall be as set forth in the Alamance County Solid Waste or Recycling Ordinance. The Alamance County Board of County Commissioners may at any time in their sole discretion terminate or suspend upon notice and hearing all or any portion of this franchise for any reason, including but not limited to, the following reasons:

1. Loss of the Franchisee's license to operate as a solid waste, residential household garbage, or recyclable material collector;
2. Failure of the Franchisee to comply with the authorized fee schedules;
3. Failure of the Franchisee to render prompt and effective service to persons within his service area, including but not limited to, maintaining a manned office in Alamance County to immediately respond to customer complaints;
4. Failure of the Franchisee to comply with any provision of this ordinance or applicable regulations of the Department of Environmental Quality, or
5. Violation of the Alamance County Solid Waste or Recycling Ordinances.

The County shall give a sixty (60) day notice of termination of this franchise to the Franchisee.

XIV. INSURANCE

At Franchisee's sole expense, Franchisee shall procure and maintain the following minimum insurances with insurers licensed in North Carolina. Alamance County reserves the right to require higher insurance requirements as deemed necessary for the performance of all Alamance County Projects.

- A. **WORKERS' COMPENSATION**
Statutory limits covering all employees, including Employer's Liability, as required by North Carolina law.
- B. **COMMERCIAL GENERAL LIABILITY**
Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$ 5,000	Medical Payments

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit - Any Auto

XV. COOPERATION

The parties recognize that it is within their mutual best interests for solid waste and recycling services to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise Agreement. Should either party believe that the other is not acting timely or reasonably within the confines of applicable regulations and procedures in responding to a request for action, that party shall notify the agents designated for that purpose by the other. The agent will use its best effort to facilitate the particular action requested.

The Franchisee must designate a specific contact person, located in North Carolina, to respond to customer needs.

The Franchisee shall develop a customer service report form, approved by the County, to respond to customer inquiries and/or complaints. Copies of these customer service report forms shall be forwarded to the Solid Waste Director or designated representative on a quarterly basis. Should a complaint be received by the County, it will be forwarded to the Franchisee for appropriate response. The Franchisee shall provide a written response of action taken to resolve the complaint on the customer service report form to the Solid Waste Director or designated representative within five (5) working days.

XVI. WAIVER

The failure of the County at any time to require performance by Franchisee of any provision hereof shall in no way affect the right of the County hereafter to enforce the same. Nor shall the waiver by the County of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.

XVII. PERFORMANCE BOND

- A. Before commencing work, the Franchisee shall furnish to the County a performance bond in the minimum of Two Hundred Thousand Dollars (\$200,000.00). The Franchisee is required to procure and maintain the performance bond at its sole cost and expense. The performance bond shall remain in effect for the entire term this Franchise Agreement is in effect including any extension or renewal terms.
- B. All bonds shall be in the forms prescribed by law or regulation and be executed by such sureties legally authorized to do business in the State of North Carolina and shall be satisfactory in form to the County Attorney.

- C. If the surety of any bond furnished by the Franchisee is declared bankrupt or becomes insolvent or its rights to do business is terminated or it ceases to meet the requirements herein, the Franchisee shall within five (5) days thereafter substitute another performance bond, which must be acceptable to Alamance County.
- D. Attorneys-in-fact who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

XVIII. CUMULATIVE PROVISION

The rights and remedies reserved to the County by this Franchise Agreement are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the County may have with respect to the subject matter of this Franchise Agreement, and a waiver thereof at any time shall have no effect on the enforcement of such rights or remedies at a future time.

XIX. CAPTIONS

Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.

XX. NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture of principle-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

XXI. ENTIRE AGREEMENT

This Agreement and all attachments hereto, and the Solid Waste and Recycling Ordinances and all attachments thereto, as incorporated herein, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersede all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only as provided in said Solid Waste and Recycling Ordinances.

XXII. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement, except as provided for in the Solid Waste and Recycling Ordinances.

XXIII. LAW GOVERNING

This agreement shall be controlled by and interpreted in accordance with the laws of the State of North Carolina, and dispute arising hereunder, if unsettled, shall be litigated in the General Court of Justice of Alamance County, North Carolina.

XXIV. ASSIGNMENT OF FRANCHISE

This franchise cannot be sold, assigned, or transferred in any way without specific written approval of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

For Alamance County:



Joseph M. Grink
Clerk to the Board

Harry Scott Jolley
Chair of the Board

Approved as to form and legal sufficiency:

W. P. B. B. B.
County Attorney

For Franchisee:

[Corporate Seal]

Republic Services of North Carolina, LLC

By: *[Signature]*

ATTEST:

A. M. K. K. K. 11-20-18



EXTENSION OF EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN THE COUNTY OF ALAMANCE AND REPUBLIC SERVICES OF
NORTH CAROLINA, LLC, ENTERED INTO EFFECTIVE THE 1ST DAY OF
JANUARY 2019

WHEREAS, in accordance with N.C.G.S. § 153A-46 and N.C.G.S. § 153A-136, the Alamance County Solid Waste Management Ordinance, and other applicable laws, the Alamance County Board of Commissioners has determined that it is in the best interest of the County to extend its franchise agreement with Republic Services of North Carolina, LLC, which is effective January 1, 2019 (the "Agreement") for three (3) years until December 31, 2026, as specified in Section IV of the Agreement; and

WHEREAS, the parties have agreed to replace the language in Section IX Subsection C of the Agreement. to read:

"Franchisee shall be entitled to an annual Cost of Living increase beginning January 1, 2024, and each January 1 thereafter, based on the Consumer Price Index for All Urban Consumers (CPI-U) Water and Sewer and Trash Index, Garbage and Trash Sub-Index for the preceding month of July as published by the Bureau of Labor Statistics. Increases shall occur no more than once per year,";

and WHEREAS, the County has agreed to replace the language in Section IX Subsection D of the Agreement. to read:

"Franchisee may increase the monthly fee for solid waste collection by ten (10) percent of the amount of the tipping fee increase for every Board of Commissioner approved increase in tipping fees for the Alamance County Landfill. This increase will be in effect at the same time as the tipping fee increase is instituted by the Alamance County Landfill."

NOW THEREFORE the Board of Commissioners of Alamance County grants this Franchise Extension after being satisfied that Franchisee has met the requirements set forth in the Alamance County Solid Waste Management Ordinance.

BE IT FURTHER PROVIDED that this Franchise Extension shall become effective upon final adoption after two readings and being passed at two regular meetings.

Adoption on the first reading on December 4, 2023.

Final Adoption on the second reading on December 18, 2023.

NOW IN WITNESS WHEREOF, the parties hereto have caused this Franchise Extension to be executed this day and year above written:

For Alamance County:

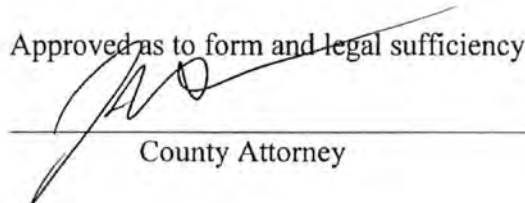



Chair of the Board

Attest:

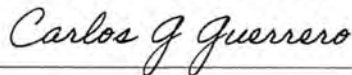

Clerk to the Board

Approved as to form and legal sufficiency:


County Attorney

For Franchisee:

Republic Services of North Carolina, LLC

By : 

(Corporate Seal)

Title: General Manager

ATTEST:

