

**THE TOWN OF BLOWING ROCK AND GDS  
RECYCLING AGREEMENT**

This Agreement made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Blowing Rock, a town organized under the laws of the State of North Carolina (hereinafter referred to as the Town), and Republic Services of North Carolina, LLC, d.b.a GDS (hereinafter referred to as the Contractor).

WITNESSETH

WHEREAS, the Town and Contractor entered into a RECYCLING COLLECTION AGREEMENT dated July 1st, 2010 and the parties have agreed to replace that Agreement with the Agreement contained herein;

WHEREAS, the Contractor is qualified to provide recycling collection services, and shall begin such service as soon as possible following contract approval, which is expected to be on or before, November 15, 2016;

WHEREAS, the Town desires the Contractor to be the collector of recycling materials, as defined in this document, within present and future boundaries of the Town;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and consideration contained herein, the Town and Contractor hereby agree as follows:

1) DEFINITIONS.

- A. Residential Unit. A dwelling unit such as a house, mobile home, or multi-family dwelling, but not including hotels or motels. Each unit of a multi-family dwelling shall be considered a separate residential unit.
- B. Residential Recyclable Material. Aluminum, steel, and tin cans (lids and labels may be included); empty aerosol cans (plastic caps removed); clear, green and brown glass containers; all plastic bottles (#1 through #7) labels and caps may be included; newspaper and newspaper inserts; brown paper grocery bags; magazines; catalogs; telephone books; junk mail; manila folders and envelopes; office paper; paperback books; post-it-notes; shredded paper; soda or beer cartons; toilet paper and paper towel rolls; wrapping paper; construction paper; egg cartons; paper envelopes (envelopes with plastic windows accepted.) box board (clean frozen vegetable containers, cereal boxes, pasta boxes, act.); and corrugated cardboard.
- C. Recycling Container. A 95 gallon cart designed for the storage and collection of recyclable materials.

- 2) PROMOTION OF CURBSIDE RECYCLING.  
The Contractor shall assist the Town in promoting the recycling program; including, providing periodic press releases on the program, developing and distributing printed materials, providing a qualified person to speak to schools, civic groups, press, etc., and offer tours of the Contractor's material recovery facility.
- 3) COLLECTION SERVICE.  
The Contractor shall provide every other week collection of recyclable materials at the curb to all residents within the Town that receive garbage collection from the Town.
- 4) TERM.  
The agreement shall be for a five (5) year period beginning November 1, 2016 and ending five years thereafter. The initial term of this Agreement shall automatically be extended for successive additional two year terms, unless either party notifies the other in writing, not less than ninety days prior to the expiration of the initial term or any successive term of its intentions to terminate this agreement.
- 5) COLLECTION LOCATIONS.  
All recyclable materials shall be placed in the recycling containers and placed at the curbside in a location that is readily accessible to the Contractor's personnel.
- 6) LITTER.  
All materials hauled by the Contractor shall be contained, or enclosed so that leaking, spilling, or blowing is prevented. In the event of such spillage, the Contractor shall immediately clean up the litter. Contractor shall not be responsible for litter caused by weather conditions, animals, or vermin.
- 7) RECYCLING CONTAINERS.  
On or before November 15, 2016, the Contractor shall provide each residence with a 95 gallon cart for recycling collection. The carts shall remain the property of the Contractor and the Contractor will be responsible for maintenance and replacement of the carts. If a cart is damaged due to negligence of the resident, the Contractor may charge the resident for replacement of the cart. The Contractor shall not be required to collect recycling material unless it is in approved containers. The Contractor is responsible for delivery of the carts for recycling collection to each residence and eligible Small Commercial unit. If a customer desires to keep the existing 18 gallon container and not utilize the new cart,

they may do so and the Contractor will collect it every two weeks from the 18 gallon container, just like the carts. The cart from the customers that do not desire to use the new 95 gallon cart will be retrieved by Republic after being notified by the Town.

8) COMPLAINTS.

All complaints shall be reported to the Town office, and then referred to the Contractor. The Contractor shall attempt to resolve all complaints within 24 hours, and report resolution of complaints to the Town.

9) TITLE TO RECYCLABLE MATERIALS.

Title to the materials collected shall be vested in the Contractor.

10) MARKETING OF MATERIALS.

The Contractor shall be responsible for processing and marketing the materials.

11) CHARGES FOR SERVICE.

The charge for curbside collection as set forth herein shall be three and 25/100 dollars (\$3.25) per residential unit per month (based on 1601 residential units). Charges for service may be adjusted at the beginning of the second year and any successive year to reflect changes in the number of residential units being serviced.

12) MODIFICATION TO RATES.

The charges per residence shall be adjusted annually to reflect changes in the cost of doing business as measured by the Consumer Price Index (All Urban Consumers, All Garbage and Trash Collection, US Town average Index). The first adjustment shall be made for the year beginning, July 1, 2017 and shall use the February 2017, Consumer Price Index as compared to the February 2016, Consumer Price Index, to compute the rate adjustment. The February, Consumer Price Index shall also be used in each subsequent year.

In addition, the charges may be adjusted annually effective July 1 of each calendar year to reflect changes in the number of residential units eligible for collection.

Also, the Contractor may petition the City for additional rate adjustments at reasonable times on the basis of unusual changes in its costs of operations, such as revised laws, ordinances, or regulations; or changes in the amount of processing required to market the materials.

13) COMPENSATION.

The Contractor shall bill the Town for services rendered within ten days following the end of the month, and the Town shall pay the Contractor on or before the 25th day following the end of said month.

14) ROUTES AND SCHEDULES.

It shall be the responsibility of the residents to place their recyclable materials at the curbside before the approved starting hour. The Contractor shall establish the collection days and notify the residents. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each affected resident not less than one week prior to the change.

15) COMPLIANCE WITH LAWS.

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws and ordinances.

16) INDEMNIFY.

The Contractor shall indemnify, save harmless, and exempt the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of the Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act of the Town, its officers, agents, servants, and employees.

17) ASSIGNMENT.

No assignment of the Agreement or any right occurring under this agreement shall be made in whole or part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

18) BOOKS AND RECORDS.

The Contractor shall keep records of materials collected and the Town shall have the right to review those records which in any way pertain to the Town. The Contractor shall provide monthly reports to the Town indicating weights of materials collected, and set out rates.

19) PERMITS AND LICENSES.

The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same

in full force and effect.

20) MODIFICATION.

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

21) RIGHT TO REQUIRE PERFORMANCE.

The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce same. Nor shall any waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of any provision or as a waiver of any provision itself.

22) NON-PERFORMANCE.

In the event either party shall fail to observe or perform any of the covenants or terms of the Agreement, the other party may give notice in writing of such default. In the event such default is not cured within thirty days from the date of such notice, the non-defaulting party may cancel this Agreement. Cancellation of this agreement by the non-defaulting party shall not prevent said party from maintaining an action against the defaulting party for damages for such default or from pursuing such other legal remedies as may be available by reason of such default. Neither party shall be liable for non-performance or delay in performance for causes due to force majeure and without its fault or negligence. For purposes of this Agreement, force majeure is defined as cause beyond the control of the parties, including, but not limited to, acts of God; wars or civil commotion; destruction of facilities by fire, earthquake, or storm; labor strikes; epidemic; or failure of public facilities or common carrier. Notwithstanding the provisions of this paragraph, if at any time, while this Agreement is in force Contractor fails to or is unable for cause to provide the service contemplated herein, the Town shall have the right without payment or liability to Contractor to effect such other arrangements as it deems desirable during the Contractor's inability to perform.

23) ILLEGAL PROVISIONS.

If any provision of this agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

24) EFFECTIVE DATE.

This Agreement shall become effective on November 1, 2016

IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement on the date first entered above.

TOWN OF BLOWING ROCK

REPUBLIC SERVICES OF NORTH  
CAROLINA, d.b.a. GDS

by: \_\_\_\_\_  
James B. Lawrence, Mayor

by: \_\_\_\_\_  
Drew Isenhour, Vice-President

ATTEST:

ATTEST:

\_\_\_\_\_  
Hilari Hubner, Town Clerk

\_\_\_\_\_  
Shawn Brady, Director of  
Municipal Contracting

(SEAL)

(SEAL)