

Hyde County  
Request for Proposals  
Solid Waste Services  
February 2020

Pursuant to North Carolina General Statute 153A-136 proposals will be received by the County Manager for the following:

**Collection and Disposal of Solid Waste and Collection of Recyclables for all of Hyde County**

It is the intent of the Hyde County Board of Commissioners to grant a 3 or 5 year contract for the collection and disposal of solid waste and collection of recyclables for all areas of Hyde County including Ocracoke Island. Bids will be considered for service to the mainland and island combined into one contract but also may be considered as separate contracts for the mainland and Ocracoke. Complete specifications and instructions are enclosed.

**Dates and deadlines:**

- Mandatory pre-bid conference 9 a.m. Monday, February 17, 2020
- Deadline to submit questions in writing 5 P.M. Wednesday, February 19, 2020
- Responses to questions published Friday, February 21, 2020
- Sealed proposals due 10:00 A.M. Tuesday, February 25, 2020
- Interviews with qualified proposers Wednesday-Friday, Feb. 26-28, 2020

Requirements and Conditions

A. Proposal Forms

To be considered, a proposal must include the executed proposal form (Attachment A) attached to these specifications. One copy of the proposal form (Attachment A) must be contained in a sealed envelope marked "Hyde County Solid Waste Proposal".

Contractors shall also provide three copies of a Proposal for Service from their firm in addition to the sealed proposal form (Attachment A). Instructions for a complete proposal are included in this Request for Proposals.

It is the responsibility of the applicant that their proposal is received. Receipt of proposals can be verified by calling Jane Hodges at 252.926.4372. Proposals are due February 24, 2020

and be received in the office of the Hyde County Manager with attention to Jane Hodges, on or before **10:00 A.M. local time on Tuesday, February 24, 2020.**

The Hyde County Manager's Office is located in the Hyde County Government Center, Swan Quarter, N.C., 30 Oyster Creek Road, P.O. Box 188, Swan Quarter, N.C., 27885. Fax and electronic submissions will **NOT** be accepted.

All questions in regard to this RFP should be submitted in writing to Kris Cahoon Noble at [knoble@hydecountync.gov](mailto:knoble@hydecountync.gov) Responses to questions will be published for all bidders to view.

Hyde County encourages proposals from minority owned businesses providing certified minorities an equal opportunity to participate in all aspects of the proposal process. Hyde County reserves the right to reject any or all proposals and to waive informalities.

#### B. Mandatory Pre-Submission Meeting

At least one representative of any person or firm submitting a proposal **must** attend the Pre-Submission Meeting, which will begin at **9 a.m., Monday, February 17, 2020**, in the Multiuse Room of the Hyde County Government Center, 30 Oyster Creek Road, Swan Quarter. **Failure to be represented at this meeting will invalidate any proposal submitted by a person or firm.** Attendance must be in-person and not by electronic or any other means.

#### C. Proposals and Signatures

A duly authorized person must properly sign the signature page of Attachment A and have their signature within their proposal.

In addition, 3 copies of a formal proposal highlighting the firm's capacity shall be submitted to be evaluated according to the following criteria:

- a. 30 % Scope of services proposed and cost of providing services
- b. 30% Selection Committee's familiarity with service performance/reputation
- c. 20% Indication of financial capability for providing services
- d. 10 % Perceived Responsiveness of Firm to Hyde County
- e. 5% Successful operational record and past experience with providing similar services to other municipalities and/or letters of recommendation
- f. 5% Other things considered relevant to Hyde County

A Selection Committee of staff from the Hyde County Manager's Office, Utilities Department, Finance Office, Solid Waste Department, and the Hyde County Board of Commissioners Chair and Vice Chair will evaluate all proposals.

After ranking the proposals based on the above criteria, interviews may be conducted with the top ranked companies. The committee recommendation will be submitted to the Hyde County Board of Commissioners for review and approval.

#### D. Consideration of Proposals

The County of Hyde reserves the right to reject any and all proposals and to waive any informality or technicality in the proposal. The county shall rank the proposals based upon estimated cost; customer service; knowledge of and experience providing solid waste services in a coastal North Carolina County; current or prior solid waste experience in Hyde County or adjacent counties; prior Hyde County experience with the person or firm; and other factors affecting cost effective service delivery.

Hyde County reserves the right to waive defects in any bid it deems, in its sole discretion, to be insubstantial, to evaluate all proposals and to grant a contract as determined to be in the best interest of Hyde County. The County reserves the right to consider any additional incentives that will be provided to subscribers. The County also reserves the unqualified right to reject any and all proposals if it is in the best interest of the County to do so. Incomplete proposals are subject to rejection.

Hyde County reserves the right to negotiate with the successful contractor within or outside of the scope of this RFP in any manner deemed appropriate to serve the best interests of the citizens in Hyde County and for the development or management of its solid waste and recycling programs.

Contractor should understand that in certain cases, a contractor may not be technically qualified, and a proposal may be rejected even though it proposes the lowest fee if, in the judgment of the Board of Commissioners, the contractor is not technically qualified and/or will not provide the best and most efficient service to citizens in the county.

E. Proposal Acceptance

The selected company and the Selection Committee will negotiate a contract and sign the agreement within 30 days after notification of the Board's recommendation. It is intended that the function of the negotiation is to reach agreement on a contract based on the scope of services contained in this RFP and the information contained in the proposal submitted. The function of the negotiation is not for the Proposer to offer new modifications to the contract. If a contract is not signed within this 30 day period, the Board reserves the right to terminate all negotiations and select one of the other finalists or issue a new RFP. The Company will be required to execute and return the contract to the Manager's Office within 5 working days of receipt. The contract start date is anticipated to be on or about April 1, 2020.

F. Required Provisions

In addition to operating in compliance with Federal, State, and local law, the contract approved by the county will contain at least the following required provisions. However, the county recognizes that firms may have different ways of fulfilling the intent of these requirements and the county is willing to negotiate contract language that meets that intent. Additional provisions will be the subject of negotiations during preparation of the final contract or subject to follow-up negotiations during the term of the contract.

1. Ownership

All solid waste collected from Hyde County shall be owned by and be the responsibility of the contractor ~~at the point when picked up curbside or~~ from a convenience site. However, the contractor shall be bound by the provisions of any law, ordinance, rule or contract (e.g., ARSWMA) applying to solid waste generated in Hyde County.

2. Procedure for Fuel Cost Increase/Decrease

During the first week of April in each of the contract years (2020, 2021, 2022, 2023, 2024) the Hyde County Manager will contact and obtain price quotes for the per gallon cost of diesel if purchased during that week in a quantity of 10,000 gallons. The average of the three price quotes will establish the standard price to be compared with the same price established in the preceding April. The percentage

change from the previous year up or down will constitute the percentage change in any fuel charge adjustment.

Any fuel charge adjustment will go into effect on July 1 of each year.

~~A proposal may contain a waiver, wholly or in part, of a fuel rate adjustment.~~

There shall be no adjustments for rental rates for containers.

### 3. Containers

The contractor hauling C&D, MSW and recyclables from the convenience sites shall provide adequate containers for hauling, compacted C&D, MSW and recyclables solid waste.

Additionally, the rental cost of providing 30 and 40 cubic yard open top containers and 40 cubic yard compactor containers adequate for hauling C&D, MSW and recyclables shall be included in the proposal.

### 4. Recyclables

The contractor shall not receive the benefit of any revenues or other remuneration received from the sale of recyclables.

### 5. Insurance

The Company shall maintain in force a policy of general public liability and property damage insurance, including vehicle coverage, issued to the Company and insuring against all claims for personal injury, including death, and all claims for destruction or or damage to property, arising out of or in connection with the Company's performance of its obligations hereunder. Such insurance shall be written with a coverage amount of not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by any one person in any one accident, and a limit of coverage of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident. The property damage insurance component of such policy shall be written with a limit of coverage of not less than \$250,000 for all property damage sustained by any one person in any one accident, and a limit of coverage of not less than \$250,000 aggregate for any such damage sustained by two or more persons in any one accident. The County shall be named in any such policy as an additional insured and

copies of said policies shall be proved to the County along with certificates of coverage. The Company shall also maintain workman's compensation insurance in an amount at least equal to the minimum limits established by North Carolina law and shall provide the County with a copy of said policy and a certification of coverage.

6. Familiarity with Work and Conditions

Before preparing bids, contractors are urged to inform and familiarize themselves with all conditions involved and under which the work is to be performed. Please note, access to Ocracoke Island is limited to ferry access only. Ocracoke can be accessed through Cedar Island, Swan Quarter and Hatteras ferries. Cedar Island and Swan Quarter are tolled routes permitting reservations while Hatteras is untolled, with no reservation system but a prioritization system for vendors. It is the responsibility of the contractor to fully investigate all aspects of ferry transportation and base their proposals accordingly. Information can be found at <https://www.ncdot.gov/divisions/ferry/Pages/default.aspx>

7. Familiarity with Laws, etc.

The contractor is assumed to have made itself familiar with all federal, state, and local laws, ordinances, and regulations which may in any manner affect those engaged or employed in the work or the materials or equipment in or upon the work, or in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of the ignorance thereof. If the contractor shall discover any provisions in the specifications or contract which are contrary to or inconsistent with any such law, ordinance, or regulation, the contractor shall forthwith report it to the County's Designated Representative in writing.

**ARSWMA Membership Requirements:**

Please note, Hyde County is a member of the Albemarle Regional Solid Waste Management Authority (ARSWMA) and any contractor selected by the county is subject to applicable terms and conditions of the contract executed by ARSWMA, including a contract requiring the MSW and C&D generated within Hyde County be disposed of in the landfill in Bertie County. The contract also provides that Hyde County may take solid waste to an approved transfer station that then hauls the solid waste to the landfill in Bertie County. A copy of the ARSWMA agreement is attached as Appendix A.

**Hyde County Franchise Ordinance Requirements:**

All proposers shall be prepared to abide by the Hyde County Franchise Ordinance - Solid Waste Collectors - ORD 2009-06-03 with the Hyde County Code. This section is attached as Appendix B and can also be found at [www.municode.com](http://www.municode.com)

8. Interpretation of Specifications

If any prospective contractor is in doubt as to the true meaning of any part of the specifications or other contract documents, the contractor may submit to the Hyde County Manager a written request for an interpretation thereof. The deadline for submitting questions is Monday, February 17, 2020. The person submitting such a request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued, and a copy of such addendum will be emailed to each person receiving a set of such documents. The County Manager will be responsible for any other explanations or interpretations of the proposed document. The contractor shall acknowledge receipt of all addenda in the proposal submitted.

9. Permits and Licenses

The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary, for the due and lawful prosecution of the work unless otherwise noted in the specification or plans herein.

10. Assignments

The contractor shall not sublease, subcontract, convey, assign, or otherwise transfer the whole or any part of this contract or franchise without written approval and consent of the Hyde County Board of Commissioners and which approval and consent may be withheld by said Board for any reason or no reason.

F. Proposals

A person or firm may submit proposals (Attachment A) to provide all of the following elements. Proposals should be both for (a) three years and for five years (b) for both mainland and the island or a combined proposal for both.

Preference will not be given to persons or firms that offer the greatest number of services or that offered a combined proposal versus proposals for one or the other geographic locations. Preference will be given as noted in D. (Consideration of Proposals) above.

Proposals should not include any tipping fee, which is subject to contractual provisions under) an agreement executed by the Albemarle Regional Solid Waste Management Authority (ARSWMA), of which Hyde is a member.

Attachments:

Please find attached:

1. Attachment A - Solid Waste Services Cost Proposal Form
2. Attachment B - Addresses of Hyde County Convenience Sites and Destination Sites
3. Attachment C - Approximate Mileage One Way
4. Attachment D - Current Cost Information
5. Attachment E - Number of Containers required

Appendix A:

ARSWMA Contract

Appendix B:

Hyde County Franchise Ordinance - Solid Waste Collectors - ORD 2009-06-03

## Attachment A - Solid Waste Services Cost Proposal Form

This attachment **MUST** be completed, signed and submitted with any proposal. The proposal may contain up to ten (10) additional pages of material outlining details of the proposal.

Costs shown below should **NOT** include tipping fees.

**This attachment (all pages) must be completely filled out.**

**No box in the table should be left blank. If the firm chooses not to bid on mainland and/or island service the proposer should complete that section with N/A.**

**The last page of this attachment must be executed.** No line should be left blank.

Failure to follow the above instructions will result in an ineligible proposal.

NAME OF THE FIRM SUBMITTING PROPOSAL: \_\_\_\_\_

Please select one of the options below:

- This proposal is for both combined service to the mainland and island. The proposal as presented should only be considered if combined service to both the mainland and the island are offered under a subsequent contract.
- This proposal is for both combined service to the mainland and the island, however, the proposer would be willing to take a separate contract for the mainland or separate contract for the island exclusive of one another.
- This proposal is for mainland service only.
- This proposal is for island service only.

**Instructions:**

Enter a proposed price for each alternative offered below. If only bidding on service to mainland submit prices for the five locations below (Ponzer, Scranton, Swan Quarter, Fairfield and Engelhard) and place an N/A in Ocracoke alternatives. If only bidding on service to the island submit prices for the Ocracoke location and place an N/A in all mainland alternatives. If the proposal includes combined service to both the mainland and island please complete each field and do not leave any field blank. Incomplete price proposals will not be considered further.

**Mainland Services:**

Service	3 Year Contract Price per Pull	5 Year Contract Price per Pull
<b>Ponzer</b>		
40 Yard Compactor Container to East Carolina Environmental (ECE)		
30 Yard Open Top Container to East Carolina Environmental (ECE)		
30 Yard Open Top Container to Dare County Transfer Station		
30 Yard Open Top Container to East Carolina Vocational Center		
<b>Scranton</b>		
40 Yard Compactor Container to East Carolina Environmental (ECE)		
40 Yard Compactor Container to East Carolina Vocational Center		
40 Yard Open Top Container to East Carolina Environmental (ECE)		
40 Yard Open Top Container to East Carolina Vocational Center		
<b>Swan Quarter</b>		

40 Yard Compactor Container to East Carolina Environmental (ECE)		
40 Yard Compactor Container to East Carolina Vocational Center		
40 Yard Open Top Container to East Carolina Environmental (ECE)		
40 Yard Open Top Container to East Carolina Vocational Center		
30 Yard Open Top Container to East Carolina Environmental (ECE)		
30 Yard Open Top Container to East Carolina Vocational Center		
<b>Fairfield</b>		
40 Yard Compactor Container to East Carolina Environmental (ECE)		
40 Yard Compactor Container to East Carolina Vocational Center		
40 Yard Open Top Container to East Carolina Environmental (ECE)		
40 Yard Open Top Container to East Carolina Vocational Center		
30 Yard Open Top Container to East Carolina Environmental (ECE)		
30 Yard Open Top Container to East Carolina Vocational Center		
<b>Engelhard</b>		
40 Yard Compactor Container to East Carolina Environmental (ECE)		
40 Yard Compactor Container to East Carolina Vocational Center		
40 Yard Open Top Container to East Carolina		

Environmental (ECE)		
40 Yard Open Top Container to East Carolina Vocational Center		
30 Yard Open Top Container to East Carolina Vocational Center		
<b>Ocracoke</b>		
40 Yard Compactor Container to East Carolina Environmental (ECE)		
40 Yard Compactor Container to Dare County Transfer Station		
40 Yard Compactor Container to East Carolina Vocational Center		
40 Yard Open Top Container to East Carolina Environmental (ECE)		
40 Yard Open Top Container to Dare County Transfer Station		
40 Yard Open Top Container to East Carolina Vocational Center		
20 Yard Open Top for Glass Recycling to Dare County		

I am the duly authorized agent of the person or firm submitting this proposal.

Name: (printed) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Firm Name: (print): \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

**Attachment B - Addresses of Hyde County Convenience Site and Destination Sites**

<b>Convenience Sites</b>	<b>Address</b>
Ponzer	375 Smithwick Road, Pantego, NC 27860
Scranton	3961 Sladesville Credle Road, Scranton NC 27875
Swan Quarter	488 Credle Road, Swan Quarter, NC 27885
Fairfield	10438 Piney Woods Road, Fairfield, NC 27826
Engelhard	36154 US Hwy 264, Engelhard, NC 27824
Ocracoke	1140 Irvin Garrish Road, Ocracoke, NC 27860
<b>Destination Sites</b>	
East Carolina Environmental (ECE)	1922 Republican Road, Aulander, NC 27805
Dare County Transfer Station	1603 Cub Road, Manns Harbor, NC 27953
East Carolina Vocational Center	2100 N. Greene Street, Greenville, NC 27834

Some site descriptions are accurate addresses, some are approximate locations. Companies are urged to visit the sites to determine their exact locations.

**Attachment C - Approximate Mileage One Way**

<b>Convenience Sites</b>	<b>Address</b>	<b>ECE Landfill</b>	<b>Dare County Transfer</b>	<b>ECVC</b>
Ponzer	375 Smithwick Road, Pantego, NC 27860	60	75	61
Scranton	3961 Sladesville Credle Road, Scranton NC 27875	71	74	71
Swan Quarter	488 Credle Road, Swan Quarter, NC 27885	79	60	79
Fairfield	10438 Piney Woods Road, Fairfield, NC 27826	88	50	92
Engelhard	36154 US Hwy 264, Engelhard, NC 27824	101	32	100
Ocracoke	1140 Irvin Garrish Road, Ocracoke, NC 27860	82	92 Hatteras 63 Swan Quarter	82

This information is for reference only. Companies are encouraged to determine the exact location of each facility and identify the most appropriate trucking route so as to not rely solely on this data. Please note, access to Ocracoke Island is limited to ferry access only. Ocracoke can be accessed through Cedar Island, Swan Quarter and Hatteras ferries. Cedar Island and Swan Quarter are tolled routes permitting reservations while Hatteras is untolled, with no reservation system but a prioritization system for vendors. It is the responsibility of the contractor to fully investigate all aspects of ferry transportation and base their proposals accordingly. Information can be found at <https://www.ncdot.gov/divisions/ferry/Pages/default.aspx>

## Attachment D - Current Cost Information

The following pages contain current costs given by site for all services. Also attached are actual monthly and yearly container prices, collection per month for the cost of residential solid waste and recyclables, and total tonnage data for the most recent year.



**HCSWD**  
**Hyde County Solid Waste Department**

James Blount, Solid Waste Director

Chris Noble, County Manager

January 14, 2020

1. Ponzer site:

Roll off services .....	\$ 370.85	
Recyclables services.....	\$ 238.77	TOTAL \$609.62

2. Swan Quarter site:

Roll off service .....	\$409.52	
Recyclable service .....	\$275.95	
Recyclable glass service .....	\$393.00	TOTAL \$1,079.08

3. Engelhard site:

Roll off service .....	\$481.18	
Recyclable service .....	\$346.92	
Recyclable glass service.....	\$382.23	TOTAL \$1,210.32

4. Fairfield Site:

Roll off service .....	\$432.27	
Recyclable services.....	\$297.32	TOTAL \$797.59

5. Scranton site:

Roll off service .....	\$393.61	
Recyclable service .....	\$254.56	TOTAL \$648.17

6. Ocracoke site:

Roll off service .....	\$633.63	
Recyclable service .....	\$491.41	
Yard debris service .....	\$456.13	
Metal services .....	\$550.00	
Glass recyclable services.....	\$491.41	TOTAL \$ 2,622.58

TOTAL \$ 6,967.36



**HCSWD**  
**Hyde County Solid Waste Department**

James Blount, Solid Waste Director

Chris Noble, County Manager

January 27, 2020

Mainland:

40yds. Roll off container .....	9 .....	@ \$ 75.00....	\$675.00
30yds. Roll off container .....	3 .....	@ \$ 60.00....	\$180.00
Compactors rental .....	14 .....	@ \$ 95. 00..	<u>\$ 1,330.00</u>
	26 containers		\$ 2,185.00
Yearly Total 12x \$2,185.00 =			\$26,220.00

Ocracoke:

40yds. Roll off container .....	5 .....	@ \$75.00 ...	\$375.00
Compactors rental .....	4 .....	@ \$95.00 ...	<u>\$380.00</u>
	9	Total	\$755.00
Yearly Total	12x 755.00 =	\$ 9,060.00	

**TOTAL \$ 35,280.00**

**Cost residential solid waste and recyclables  
Collection per month**

1.July-2018 .....	\$ 22,923.90
2.August-2018 .....	\$ 32,019.68
3.September-2018.....	\$ 24,821.99
4.October-2018 .....	\$ 29,983.46
5.November-2018 .....	\$ 25,385.34
6.December-2018 .....	\$ 24,311.81
7.January-2019.....	\$ 21,312.47
8.Febuary-2019 .....	\$ 24,141.51
9.March – 2019 .....	\$ 24,336.46
10.April – 2019 .....	\$ 23,920.83
11.May – 2019 .....	\$ 30,431.40
12.June – 2019 .....	<u>\$ 30,428.38</u>
	\$ 314,017.23

## Attachment E - Number of Containers Required



**HCSWD**  
**Hyde County Solid Waste Department**

**James Blount, Solid Waste Director      Kris Cahoon Noble, County Manager**

**Ocracoke Containers & Compactors**

- 1. 4 compactors (two msw) two Recyclers 5- open tops  
Total cont. 9. we own the 40" yds recycling containers**

**Engelhard Site Containers**

- 2. 3 compactors (two msw) one recycling ;3- 40" yds total 6  
containers**

**Swan Quarter Site Containers**

- 3. 3 compactors 2- 40" yds 1- 30" yd recycling total 6  
containers**

**Fairfield Site Containers**

- 4. 3 compactors 1 -40" yds for c&d 1- 30" yds for recycling  
total 5 containers**

**Scranton Site Containers**

- 5. 3 compactors 1- 40" yds total 4 containers**

**Ponzer Site Containers**

- 6. 2 compactors 2- 30" yds total 4 containers**

**Total Containers 34 containers**

# Appendix A

Hyde County

ARSWMA

30 Year

Contract

## MEMBER WASTE MANAGEMENT AGREEMENT

This Agreement (the "Member Agreement") made and entered into this 12<sup>th</sup> day of January, 2009, by and between the Albemarle Regional Solid Waste Management Authority, a regional solid waste management authority organized and existing pursuant to the laws of the State of North Carolina (the "Authority") and Hyde County, a political subdivision organized and existing pursuant to the laws of the State of North Carolina and a member of the Authority ("County").

### RECITALS

It is hereby ascertained, determined and declared by the parties that:

- A. County, as a unit of local government, is a member of the Authority pursuant to the provisions of Chapter 153A, Article 22 of the North Carolina General Statutes and the amended Authority Charter, attached to the Authority Agreement as Schedule E.
- B. The Authority has entered into a Waste Supply and Disposal Agreement dated January 30, 2009 (the "Authority Agreement") with Republic Services of North Carolina, LLC d/b/a East Carolina Environmental ("Republic") relating to the disposal of the Authority's Waste in the East Carolina Environmental Landfill in Bertie County, North Carolina.
- C. In consideration of Republic's promises in the Authority Agreement, the parties desire to establish certain responsibilities of County regarding supplying its Waste to Republic, and, at the time this Member Agreement becomes effective, desire to terminate the prior Member Waste Management Agreement between County and the Authority dated October 6, 1993 ("Prior Member Agreement").

NOW, THEREFORE, in consideration of the terms, conditions and covenants expressed herein, the parties agree as follows:

FINAL EXECUTION COPY

1. Definitions. Unless otherwise defined herein, the capitalized terms in this Member Agreement shall have the same definitions as specified in the Authority Agreement.

2. Purposes. The purposes of this Member Agreement are those set forth in the Recitals above and made a part hereof.

3. Duties and Responsibilities of County.

3.1 No Withdrawal from the Authority; Ratification of Charter. County hereby agrees that it will not withdraw or attempt to withdraw from or cause the dissolution of the Authority during the Term of the Authority Agreement. County hereby ratifies, affirms and adopts each and every Article, including subparts thereof, of the Authority Charter as it has been amended and attached to the Authority Agreement as Schedule E, and said amended Authority Charter is hereby incorporated herein by reference.

3.2 Responsibilities.

A. County shall adopt all necessary solid waste management plans, flow control ordinances and franchise ordinances, will execute all necessary solid waste management agreements, and will seek a designation by DENR of the Service Area as a designated geographic area within the meaning of the Solid Waste Management Act, to the extent allowed by law and consistent with the Constitutions of North Carolina and the United States of America, in order to obligate all such Waste to be delivered to a Transfer Station for disposal by Republic or directly to the Facility. Specifically, County shall, by July 1, 2009, adopt a franchise ordinance approved by Republic that requires all Waste in County's geographical jurisdiction to be delivered to a Transfer Station for disposal by Republic or directly to the Facility and requires all waste collectors and transporters of all Waste in County's geographical jurisdiction to obtain a license to collect and transport Waste within County's

geographical jurisdiction. The parties authorize Republic as a third party beneficiary of this Member Agreement to enforce the provisions of this Member Agreement as against either or both of the parties to this Member Agreement and waste collectors and transporters of waste in County's geographical jurisdiction.

B. If for any reason the Authority no longer exists or for any reason the Authority or its Members are no longer bound by the Authority Agreement excluding a breach by Republic thereof, County shall: (i) continue to supply its Waste to the Facility for a term no shorter than the remaining duration of the Authority Agreement; (ii) continue to pay fees to Republic in accordance with the schedule of fees set forth in the Authority Agreement for the disposal of County's Waste; and (iii) enter into a written contract with Republic setting forth the County's obligations under (i) and (ii) herein and such other terms and provisions as can be agreed upon in good faith negotiations. County agrees that, in the event it is necessary to contract with Republic as provided in this paragraph, the terms and provisions of such contract are intended to be the same as or as similar as possible to those in the Authority Agreement. If the provisions of this paragraph are held, whether by preliminary injunction or otherwise, to be unconstitutional, invalid, illegal or unenforceable in any respect, then County shall deliver, or cause to be delivered, its Waste to the Facility and pay the fees for such disposal set forth in the Authority Agreement if such Waste is to be disposed of in the State of North Carolina.

4. Term. This Member Agreement shall be effective when both of the following occur: (i) this Member Agreement is approved and executed by the respective governing bodies of the Authority and County and delivered to the respective parties; and (ii) The Authority Agreement becomes effective on the Effective Date pursuant to Section 1.6 of the Authority Agreement. At the time this Member Agreement becomes effective, the Prior Member

Agreement terminates. This Member Agreement shall continue in full force and effect for the Term of the Authority Agreement.

5. Amendment. This Member Agreement may not be modified or amended except by subsequent written modification or amendment approved and authorized by Republic and each of the parties.

6. Similar Services. County shall not establish or operate a solid waste management facility within the Service Area offering the same or similar services as those provided by Republic in the Authority Agreement (except for a County owned and operated landfill as allowed for in Section 4.4 of the Authority Agreement); provided, however, that nothing herein shall prevent County from implementing waste recycling and reduction programs.

7. Ratification. County hereby ratifies and affirms the Authority Agreement. County hereby also agrees to provide the Authority with all Waste generated: (i) within County's geographic jurisdiction; and (ii) within the geographic jurisdiction of all incorporated municipalities within County's geographic boundaries which have contracted with County to become Contracting Municipalities. County hereby authorizes the Authority, on behalf of County, to provide written consent to modify or amend the Authority Agreement at any such times as the Authority and Republic, in their discretion, seek to modify or amend the Authority Agreement.

8. Severability. If any of the provisions of this Member Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Member Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such unconstitutional, unenforceable, invalid, or illegal provision. It is

hereby declared to be the intent of the parties that this Member Agreement would have been approved and executed had such unconstitutional, unenforceable invalid or illegal provision been excluded therefrom.

9. Entire Agreement. The Member Agreement and the Authority Agreement (any agreements referenced in Section 1.6 of the Authority Agreement) contain the entire agreement between the parties, and cancel and supersede all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof, with the exception of the Authority Agreement. Any statement, oral or written, made by any party or agent of any party that is not contained in the Member Agreement and Authority Agreement shall not be valid or binding.

10. Benefit and Dispute Resolution. With the consent of the Authority, either Republic or the County may deal directly with each other in carrying out the terms of this Member Agreement. It is the express intention of the parties that Republic and the County attempt to resolve such issues or disputes by dealing through the Authority, and only after either party has exhausted all reasonable effects to address and resolve such issues or disputes directly with the Authority, shall either party pursue any right or remedy against each other. The parties hereto acknowledge and agree that Republic is a third party beneficiary of the terms and provisions contained in this Member Agreement.

11. Covenant of Further Assurances. County agrees that from and after the date of execution hereof, it will, upon the request of the Authority, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Member Agreement and the Authority Agreement.

12. Assignment. No assignment, delegation, transfer, or novation of this Member Agreement or any part thereof shall be made or permitted by County unless approved in writing by the Authority and Republic.

13. Governing Law. This Member Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and Pitt County, North Carolina and the United States District Court for the Eastern District Court for the Eastern District of North Carolina shall be the sole and exclusive jurisdictions for the resolution of any disputes that relate to or arise under this Member Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Member Agreement on the date first above written, the same having been approved by the respective governing bodies of both the Authority and County.

[Signatures on following pages]

ALBEMARLE REGIONAL SOLID WASTE  
MANAGEMENT AUTHORITY, a North  
Carolina Solid Waste Management Authority

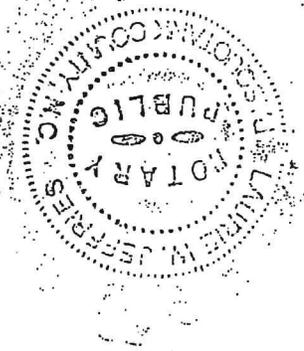
By: [Signature]  
Title: Chairman  
Date: 3-26-2009

ATTEST:

By: [Signature]  
By: Notary Public

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

By: [Signature]  
Authority Finance Officer



MEMBER:

HYDE COUNTY, NORTH CAROLINA

By: [Signature]  
Chairman, Board of Commissioners

ATTEST:

By: [Signature], Clerk to Board  
By: [Signature]

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

By: [Signature]  
County Finance Officer

# Appendix B

Hyde County

Solid Waste

Franchise

Ordinance

1    **LICENSING OF SOLID WASTE COLLECTORS**

2  
3    **Sec. 1. Definitions.**

4    The following words, terms and phrases, shall have the meanings ascribed to them in this  
5    section, in the interpretation and enforcement of this article:

- 6  
7    a) *Board* means the Board of Commissioners of Hyde County.  
8  
9    b) *Collection* means the act of removing solid waste to the Transfer Stations or the Facility.  
10  
11   c) *Facility* means the East Carolina Environmental Landfill in Bertie County, North Carolina.  
12  
13   d) *Person* means any individual, corporation, company, association, partnership, unit of local  
14    government, state agency, federal agency or other legal entity.  
15  
16   e) *Solid waste* means any solid wastes that may be disposed of in sanitary landfills, including,  
17    without limitation, garbage, refuse, trash and other discarded material, whether from  
18    residential, commercial, industrial or institutional sources, which wastes are typically found  
19    in household, commercial or municipal refuse.  
20  
21   f) *Solid waste collector* means any person who collects, transports or disposes of solid wastes  
22    for compensation, other than one who removes solid waste from his own premises or one for  
23    whom the removal of solid waste is incidental to his primary business, for example, a  
24    building contractor who disposes of construction debris on his jobs.  
25  
26   g) *Solid waste license* or *license* means a license for the collection, transportation and disposal  
27    of solid waste pursuant to Section 2 of this article.  
28  
29   h) *Transfer Stations* means the following three transfer stations: Chowan/Gates/Perquimans  
30    Counties Transfer Station, Currituck County Transfer Station and Dare County Transfer  
31    Station.  
32

33    **Sec. 2. Solid waste license required.**

34    It shall be unlawful for any person to engage in business as a solid waste collector within any  
35    area of the Hyde County, without first having procured a solid waste license from the Board. All  
36    solid waste collectors within Hyde County shall dispose of all solid waste generated within any  
37    area of the Hyde County at the Facility or the Transfer Stations.  
38

39    **Sec. 3. Application, issuance, revocation of license.**

- 40    a) *Application*. All applicants for solid waste licenses shall file a written application with the  
41    Board's authorized representative and shall furnish the following information:  
42      1) The name and address of the applicant, and whether the applicant is a sole proprietorship,  
43      corporation, partnership or other entity;  
44      2) A list of the collection vehicles the applicant plans to use in the Hyde County; and  
45      3) Any other information the Board's authorized representative may reasonably request.  
46    b) *Five-year license*. Solid waste licenses shall be issued for five-year periods. Licenses may  
47    be renewed with the information designated in subsection (a) of this section being presented

1 to the Board's authorized representative at least thirty (30) days prior to the expiration of the  
2 existing and valid license.

3 c) *Selection of applicants; granting of licenses.* The Board's authorized representative shall  
4 review applications for solid waste licenses and license renewals, and shall issue licenses and  
5 renewals to applicants meeting the requirements of this article.

6 d) *Investigation of solid waste collectors prior to license issuance.* Before issuing a license  
7 pursuant to this article, the Board's authorized representative may inspect the facilities,  
8 equipment and solid waste collection vehicles the applicant plans to use in the solid waste  
9 collection business.

10 1) The Board's authorized representative shall issue the applicant a license when the  
11 Board's authorized representative determines that the application is complete and the  
12 applicant is in compliance with this article.

13 2) When a license is issued to a solid waste collector, the solid waste collector shall affix a  
14 sticker indicating that the solid waste collector has a valid license to all of its solid waste  
15 collection vehicles that are to be operated in the Hyde County. The Board's authorized  
16 representative shall issue stickers to the solid waste collector at the time the license is  
17 issued. Licensees may obtain additional stickers from the Board's authorized  
18 representative.

19 3) If the Board's authorized representative denies an applicant a license, the applicant may  
20 request a hearing before the Board by giving written notice of appeal to the Hyde County  
21 manager within (5) five working days of receipt of the Board's authorized  
22 representative's decision denying the license. After a hearing on the appeal, the Board  
23 shall either affirm the denial or direct the Board's authorized representative to issue the  
24 license.

25 e) *Revocation.* When the Board's authorized representative finds that a licensee has violated  
26 this article or the conditions of the license, the licensee shall receive written notice of the  
27 violation and be informed that if another violation occurs within (30) thirty-working days, or  
28 in the case of continuing violation if it is not corrected within (10) ten-working days, the  
29 license will be revoked. If another violation occurs within the (30) thirty-working day  
30 period, or if the continuing violation is not corrected within (10) ten-working days, the  
31 Board's authorized representative shall give the licensee written notice that the license is  
32 revoked. Upon receipt of the revocation, the licensee shall cease collecting, transporting or  
33 disposing of solid wastes in any area of the Hyde County immediately. The Board's  
34 authorized representative may reinstate a revoked license after the revocation has been in  
35 effect for (30) thirty working days if the Board's authorized representative finds that the  
36 conditions causing the violation have been corrected. A licensee whose license has been  
37 revoked may appeal the revocation to the Board by giving written notice of the appeal to the  
38 Board's authorized representative within (5) five working days of receiving notice of  
39 revocation from the Board's authorized representative. After a hearing on the appeal, the  
40 Board shall either affirm the revocation or direct the Board's authorized representative to  
41 reinstate the license.

#### 42 43 **Sec. 4. License fee.**

44 The licensee shall pay to the county the sum of fifty dollars (\$50.00) for the issuance of the  
45 license, and the sum of one dollar (\$1.00) for each sticker to be affixed to each solid waste  
46 collection vehicle.

1 **Sec. 5. Non-transferability of licenses.**

2 Solid waste licenses are non-transferable and non-assignable.

3  
4 **Sec. 6. Responsibilities of licensee.**

- 5 a) The licensee shall serve every person who contracts with it for solid waste collection in such  
6 a manner that the licensee does not cause the person to be in violation of this article.  
7 b) The licensee shall dispose of all solid waste generated within any area of the Hyde County at  
8 the Facility or the Transfer Stations.  
9 c) A licensee shall submit an annual report to the Board's authorized representative containing  
10 the following information:  
11 1) A list of the collection vehicles the licensee used in the Hyde County during the reporting  
12 year;  
13 2) The total amount of solid waste collected in the Hyde County and the locations where the  
14 solid waste was disposed of during the reporting year;  
15 3) A certification that all solid waste the license collected in the Hyde County was disposed  
16 of at the Facility or the Transfer Stations; and  
17 4) Any other information the Board's authorized representative may reasonably request.  
18

19 **Sec. 7. Enforcement.**

- 20 a) *Penalty.* Any person who is found in violation of this article shall be subject to a civil  
21 penalty not to exceed \$500.00 as provided in N.C.G.S. § 153-123. Each day's violation shall  
22 be treated as a separate offense.

23 *Remedies.* This article may be enforced by equitable remedies, and any unlawful condition  
24 existing or in violation of this article may be enforced by injunction and order of abatement in  
25 accordance with N.C.G.S. § 153A-123.  
26  
27

28 Passed and adopted by the Hyde County Board of Commissioners this 15th day of  
29 June, 2009 and the 20<sup>th</sup> of July, 2009.

30  
31  
32   
33 \_\_\_\_\_  
34 Tom Davis, Chairman

35 ATTEST:

36   
37 \_\_\_\_\_  
38 Lois Stotesberry, Clerk to the Board