

SPECIFICATIONS AND AGREEMENT SOLID WASTE COLLECTION AND DISPOSAL

THIS AGREEMENT is made and entered in into this 1st day of July 2019 by and between Waste Pro of North Carolina, INC., licensed to do business in North Carolina (hereinafter referred to as the Contractor), and the Town of Pineville a municipal corporation incorporated under the laws of North Carolina (hereinafter referred to as Town).

The terms, covenants, promises and conditions of this Agreement are as follows:

1. **Term:** The term of this Agreement shall be for a period of approximately five (5) years beginning on July 1, 2019 and ending at midnight on June 30, 2024 subject to extension or termination as hereinafter set forth. At the end of the initial term, the contract may with mutual consent be extended for two (2) additional one (1) year terms.
2. **Performance Duties:** The Contractor shall do all the work and furnish, at its own expense. Performance of the Contractor's duties shall be governed by the provisions set forth as specified by the terms of this agreement.
3. **Territory:** The Contractor is hereby granted the nonexclusive franchise, license and privilege to and hereby agrees to provide the services hereinafter described in all areas of the corporate limits of the Town during the term of this agreement.
4. **Quantities and Unit Pricing:** The quantities listed in the proposal are estimates of the actual units to be served as provided to the Town on July 1, 2019 by the Contractor and determined to be acceptable and reasonable by town staff. Actual quantities for residential, and approved non-residential, shall be adjusted every two (2) months on or about September 1st, during the contract period with the quantities being determined from a unit count survey which will be coordinated and/or conducted concurrently by both the Contractor and the Town to correspond with the actual number of units to be serviced the first day of each two month period. In the case of annexation(s) the Contractor shall be entitled to additional compensation beginning with the first day services are required of it in any newly annexed area in accordance with the per unit cost determined by a unit count survey, which will be coordinated and conducted concurrently by both the contractor and the Town to correspond with the actual number of units to be serviced the first day of service per a schedule hereinafter set forth.

Each unit will be provided with one (1) 96-gallon roll-out containers for the collection of solid waste and one (1) 96-gallon roll-out container for recyclables, and added to with the approval of the Town. If the owner of the residence requests additional carts, other than the one (1) solid waste container and one (1) recyclable container, they will be responsible for paying the monthly fee of the any additional containers, unless approved by the Town. Collection will be provided for on a weekly basis for garbage collection, yard, and bulk items per specifications. Recycling pick-up will be bi-weekly on an agreed upon schedule by the Town and Contractor. Pick-up will be curbside unless otherwise noted in the specifications. The fees for services are as follows:

- (1) The individual solid waste unit process for curbside collection for all residential customers with one (1) ninety-six (96) gallon rollout container shall be **\$10.76** per unit per month during the initial one-year term of this contract.

- (2) The rate of payment to the Contractor for the residential pickup of recyclables in one (1) ninety-six-gallon rollout container shall be \$6.09 per unit per month. Should the current agreement with the Mecklenburg County Materials Recovery Facility change during the life of this Agreement adjustments would be required in the collection rate. Any materials added or deleted from the program must be by mutual consent.
- (3) The rate of payment to the Contractor for yard waste and bulky items herein shall be \$4.11 per unit per month. Bulky items are limited to residential debris and not to construction or renovation projects even if by homeowner. A definition of Bulk Items is included in the specifications.
- (4) Annual Cost of Living Adjustment. Years 2 through year 5 will be 3% per year. This adjustment will be reflective July 1 starting in year 2.
- (5) Annual Fuel Cost Adjustment. Years 2 through year 5 up to 6% per year depending on fuel cost.

These rates may also be adjusted to reflect additional direct costs incurred by the Contractor in the collection or disposal of solid waste pursuant to this Agreement as the result of changes to federal, state or local laws, ordinances, rules or regulations.

5. **Schedule of Payment:** The amount due the Contractor shall be paid by the Town to the Contractor monthly on or before the 15th working day of each calendar month which the billing covers. This payment schedule will be based upon the Contractor properly invoicing the Town for the monthly amount by the first (1st) day of the month. The Contractor's sole recourse for payment is with the town only, and not to any customer of the Town.
6. **Service and Schedule of Service:** The Contractor shall collect garbage, yard waste and bulky items from all designated town residences, (,) on July 1, 2019, at street curbs (unless otherwise stated) from garbage carts once each week, and recycling bi-weekly, on an approved schedule to be provided by the Contractor with allowance for holidays as hereinafter set forth. In the event a cart is filled to overflowing and a bag is placed on the cart, the bag must be collected. In the event that the contractor is notified by the customer or Town designated official of a Missed-Pick-up the contractor has twenty-four (24) hours to collect the missed pick-up or prove with pictures and GPS that service has been completed. Also, any missed pick-up reported to the Contractor after twenty-four (24) hours of the customer's normal service day, that customer will be serviced the following week on their normal service day and contractor will allow for the extra bags of trash.

The Contractor shall maintain and replace the ninety-six (96) gallon carts as necessary at the Contractor's expense. New carts provided by the Contractor shall be a standard Waste Pro color.

Collection shall not begin prior to 7:00 a.m. of the standard time then in effect, and shall be completed no later than 7:00 p.m. No collections shall be made on Sunday in areas zoned residential. The parties acknowledge that there are residential units occupied by individuals who have been determined by medical certification or by the Town as to being unable to move the garbage cart to the street curb. For these residents, after approved by the Town Manager, the Contractor shall collect the garbage of the residence from the garbage cart at or near the back door of the residence. The Town Manager will inform the Contractor of all

residents preapproved for special circumstances. No additional fees are to be charged for these collections. The total number of customers for this service should never exceed 5% of total customers serviced for the Town.

- 7. Missed Collections:** A Missed Collection is defined as a failure of the Contractor to properly service a unit or address. Missed Collections are counted only as legitimate misses that are of no fault to the contractor (such as wrong cart being placed for pickup, or the customer's cart not being placed at the street by 7:00am, etc.). Also, a missed collection is only counted if the Contractor has been notified by the customer or the Town and has not provided service to the customer within twenty-four (24) hours, after being notified by the customer or the Town of the missed collection. The Contractor and Town will use GPS and picture evidence to determine a legitimate miss if necessary. Should the Contractor legitimately fail to collect any refuse by the times specified, the Contractor shall pay the Town damages in the following amounts:

 - (1) Twenty dollars (\$20) for each of the eleventh (11) to the twentieth (20) Missed Collections during any one (1) calendar month;
 - (2) Fifty dollars (\$50) for any Missed Collection beyond twenty-one (21) Missed Collections during any one (1) calendar month.
- 8. Area Misses:** An Area Miss occurs when the Contractor fails to provide collection service to a singular area of more than seventy-five (75) units (such as a street, multifamily unit, or subdivision). The Contractor shall respond to an Area Miss in the same timeframe and manner specified in Section 6 & 7 above. The Contractor shall pay the Town damages in the amount of one thousand dollars (\$1,000) for the first seventy-five (75) units missed, and an additional twenty dollars (\$20) for each unit missed over the first seventy-five (75).
- 9. Service by the Town:** The Contractor shall remain responsible for providing all collections. However, if the Contractor fails to pick up a Missed Collection or Request for Service by a customer during the timeframe outlined in Section 6 and Section 7, the Town may, at its sole discretion, provide the collection service and charge the Contractor collection damages of seventy dollars (\$70) for each collection point serviced by the Town. The Town shall not provide service until the twenty-four (24) hour notice period to the Contractor has expired, unless otherwise arranged with the Contractor.
- 10. Recycling Collection Service:** Recycling collection services shall be subject to the same hours of operation and restrictions as residential curbside collection and disposal services. The program, including materials recycled, may be modified from time to time by written agreement between the Town and the Contractor. Any proposed changes to the program may be initiated by either party to the Agreement.
- 11. Yard Waste Service:** Yard Waste Services should be provided on the same day as the scheduled trash pickup. Grass clippings and leaves should be bagged for pickup (5 bag limit). Limbs and brush should be separated from other waste. These should be left no more than 3 ft. in length and not over 3 inches in diameter. No more than 4 cubic yards will be collected per week (4 cubic yards is about the size of a small truck bed). If yard debris exceeds these limits, the remaining amounts will be collected the following week. The property owner will be responsible for the disposal of debris created by contracted work.
- 12. Bulk Waste Pickup:** Bulk Waste will be provided weekly by the Contractor, or by the customer scheduling pickup with the Contractor. Bulk Waste includes brown goods (furniture) and white

goods (stoves, refrigerators, small appliances). Bulk Waste pickup does not include bulk bags of garbage, carpet, building materials, or other items prohibited by Mecklenburg County Solid Waste.

13. **Independent Contracting:** The contractor may sub-contract some services with the prior approval of the Town.
14. **Disposal:** The charge for disposal shall be included in the rate set forth in the Contract Rate for each residential and/or business unit serviced by the Contractor.
15. **Holidays:** The following days are "Holidays" for the purpose of the Agreement:
 - (a) New Year's Day
 - (b) Memorial Day
 - (c) Independence Day
 - (d) Labor Day
 - (e) Thanksgiving Day
 - (f) Christmas Day

The Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday; but such a decision in no manner relieves the Contractor of its obligations to provide weekly collection services as specified.

16. **Equipment:** The Contractor shall at all times provide an adequate number of vehicles in good mechanical condition for providing the services required under this Agreement. All vehicles shall be kept in good repair, neat in appearance, and in sanitary condition at all times. Trucks will be of the compactor type and have water-tight bodies with radio and GPS capabilities. The name and the telephone number of the Contractor shall be printed in a place clearly visible to the public on each side. Each truck should always carry a broom or similar tool for cleanup of loose or remaining debris after collection.
17. **Uniforms:** The Contractor shall at all times provide uniforms, with identification of company and employee, for all drivers and attendants.
18. **Complimentary Services:** The Contractor shall continue to provide to the Town at no additional costs the removal of the following trash/recycle carts and dumpsters at Town-owned facilities:

Department	Location	Solid Waste Roll-out	Recycle Roll-out	Dumpster
Administration	Town Hall – 200 Dover Street	1	1	-
Public Works	PW Shop - 316 College Street	1	-	6YD
Public Works	Dover House - 402 Dover Street	-	-	8 YD Dumpster
Parks & Rec.	The Hut - 413 Johnston Dr.	2	2	-
Parks & Rec.	Jack Hughes Park - 513 Main Street	-	6	8YD

Parks & Rec.	BJCC – 100 Johnston Drive	2	-	-
Telephone/Electric	Offices – 118 College Street	6	3	-
Telephone/Electric	Shop – 118 College Street	2	-	-
Police Dept.	Police Dept. – 427 Main Street	1	1	6YD
Fire Dept.	Fire Dept. – 108 Church Street	5	3	-
Electric Dept.	Substation – 409 Dover Street	1	-	-

Any added collection points or needs will be billed to the Town monthly based on current tipping fees for those services. This would include any roll off dumpster 20, 30, or 40 yard. The fee will be \$185 per haul after 2 haul and \$42 per ton for disposal. There will be no delivery or rental fee for these additional collections.

19. Business Offices: The Contractor shall maintain a business office equipped with a local toll-free telephone and have a representative available between the hours of 8:00am and 5:00pm on all weekdays, excluding holidays, for the purpose of communicating with persons, firms, or businesses by telephone regarding the collection of solid waste, recyclables, and other refuse. The Contractor shall provide 24-hour emergency phone support and crew response for emergency situations as determined by the Town. The Contractor shall also appoint an individual from their organization to be the primary contact regarding relations with the Town, and who comes to Town on a regular basis to supervise the employees.

20. Reporting: The Contractor is responsible for supplying a monthly list of customer service complaints and/or missed collections. This list will consist of all calls for service, or customer complaints related to the collection of solid waste, recyclables, or other refuse. This report will be utilized to determine legitimate missed calls, missed areas, or other deficiencies of the Contractor.

21. Indemnification: The Contractor agrees to indemnify and hold the Town harmless from any claim, liability, or loss arising from any negligent act or failure to act on the part of the Contractor or any of its agents, servants, and employees during its performance of this contract, including any attorney's fees incurred by the Town in pursuing such indemnification or in defending any such claim.

The Town and the Contractor agree that in the performance of this Agreement, the Contractor shall be acting as an independent contractor. Nothing herein shall constitute or be construed to be or create a partnership, agency, joint venture, or other similar relationship between the Town and the Contractor. The Contractor agrees that it will not represent to anyone that its relationship to the Town is other than that of an independent contractor, and the Town and the Contractor may so inform parties with whom they deal and may take any other reasonable steps to carry out the intent of this section. The Contractor shall be fully and solely responsible for its own acts and omissions, and those of its employees, officers, agents, and subcontractors.

22. Liability Insurance: The Contractor shall provide and maintain during the life of the contract Automobile, General Liability, and Umbrella coverage in the following amounts:

General Liability	\$2,000,000.00
Automobile Liability	\$1,000,000.00
Excess Liability	\$5,000,000.00
Worker' Compensation	(To statutory limits)
Environmental Liability	\$1,000,000.00

And/or base insurance to protect the Contractor, its agents and its employees from claims for damage for personal injury including wrongful and accidental death and property damage which may arise from operations under the contract, whether such operations be performed by the Contractor or its servants and agents.

The policy or policies shall name the Town as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Town sixty (60) days' notice in writing. A Certificate of Insurance shall accompany this Contract and an updated Certificate shall be forwarded to the Town upon renewal of the policy.

23. Workers' Compensation Insurance and Employee Benefit: The Contractor shall maintain appropriate workers' compensation insurance, unemployment insurance, comply with the requirements of the Occupational Safety and Health Act, and further, comply with all state and federal regulations regarding working conditions and employee benefit.

24. Termination: Should the Town Council of the Town determine, in its sole but reasonable discretion, that the level and quality of service being provided by the Contractor is materially inadequate, which is decided to be a breach of this Contract, written notice of that fact shall be provided to the Contractor by the Town. Should the Contractor fail to correct the deficiency to the satisfaction of the Town Council of the Town within thirty (30) days after delivery of same to the Contractor's local representative, then and in that event, the Town may cancel this Contract by providing the Contract one-hundred eighty (180) days' notice of such termination. The Town's remedy of early termination shall be in addition to all other rights and remedies which the Town may have against the Contractor for breach of contract or otherwise.

25. Drug-Free Work Place: The Contractor agrees to make a good faith effort to establish and maintain a drug-free workplace in connection with the performance of this Agreement.

26. Public Relations and Customer Service: The Contractor, through its agents, servants, and employees, shall make every effort to create and maintain an excellent working relationship with the persons, firms and corporations it is servicing in the Town. To that end, the Contractor will encourage all of its representatives to be courteous and exercise good judgment in dealing with the persons whom it services. Likewise, the Contractor shall cooperate with the Town in fulfilling its obligations under this Agreement including the investigation of any alternative service levels or procedures which the Town may wish to examine for the purpose of providing such service to Town residences and commercial establishments. The Contractor shall provide a public information program for the citizens of Pineville, including cable television public access programs as both the Contractor and Town deem appropriate, and any other programs or activities that may be mutually agreed upon by the Town and the Contractor.

27. Financial Condition of the Contractor: The Contractor shall annually submit to the Town its Annual Financial Report, as well as any other public financial documents requested by the Town.

28. Notice: Such notices as are contemplated by this Agreement may be hand-delivered to the person in charge of the office maintained by the Contractor to fulfill this Agreement, or may be given by mail, in which event the same shall be sent certified mail return receipt requested to:

Chip Gingles, Divisional Vice President
1902 Valley Parkway
Monroe, NC 28110

Telephone number 980-255-3800
Fax Number 704-792-0810

Notices given to the Town may be hand delivered to the Town Manager at the following address, or if mailed, shall be sent by certified mail, return receipt requested, to:

Town of Pineville
PO Box 249
200Dover Street
Pineville, North Carolina 28134

29. Assignment: The Contractor shall not assign this Agreement without prior written approval of the Town, which approval shall not be unreasonably withheld provided, however, that the proposed assignee must be as well qualified to perform the contract as the Contractor and the statutory requirements for granting a franchise must be followed.

30. Notification: The Contractor agrees to make known to the Town Manager upon request all contracts entered into between the Contractor and other persons, firms or corporations within the Town for the purpose of providing from load dumpster solid waste collection service in addition to the service provided under the terms of this Agreement.

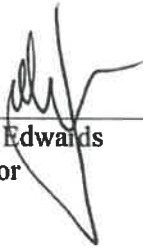
31. Modification: No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties involved.

32. Counterparts: This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

33. Conformity with Specifications: Unless otherwise noted herein, all requirements set forth in the specifications and proposal for the Collection of Residential and Small Non-Residential Garbage, Yard Debris, Bulky Items, and Recyclables (as attached herein) must be met unless otherwise mutually agreed upon.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement pursuant to proper authority on the date appearing in the notary acknowledgment for each, For purposes of the calculation of any time periods as provided for herein, this Agreement shall be deemed to have been entered into, and to be effective, as of the date of notary

acknowledgment of the signature of the party last to sign (which such date shall be inserted on the first page of this Agreement as the date of same).




Jack Edwards
Mayor

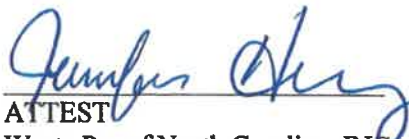


Barbara Monticello
Town Clerk

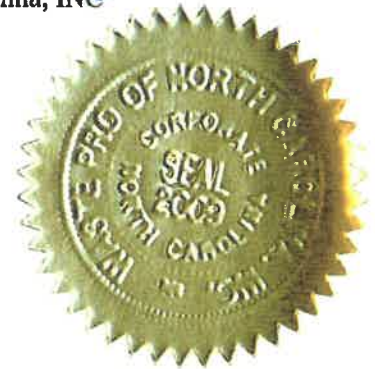




Chip Gingles
Waste Pro of North Carolina INC



ATTEST
Waste Pro of North Carolina, INC



Attachment A

Town of Pineville Solid Waste and Recycling Policy

The following policy is intended to provide all necessary information related to the type of solid waste and recycling services the Town offers to its many single-family, multi-family, and commercial properties. This policy is enforceable in conjunction with the Solid Waste Contract and Solid Waste Ordinance (Section 51) of the Town of Pineville.

Method of Service

Single-Family Residential: The Town will provide individual home pick-up service consisting of one solid waste and one recycle roll-out bin. These bins will be collected street-side in front of each home or where approved alleys exist. Bulky item pick up will also be provided following the specifics agreed upon in the trash collection contract administered by the Town. Bins are not permitted to be stored in the front yard.

Townhome or Duplex with Garage or Alley: The Town will provide individual home pick-up consisting of one solid waste and one recycle roll-out bin, so long as there is adequate bin storage as to not conflict with minimum parking requirements or other specifications made by the Town. Bins must be collected street-side in front of each home or along Town approved alleys. Bulky item pick up will also be provided following the specifics agreed upon in the solid waste collection contract administered by the Town. Bins are not permitted to be stored in the front yard.

Townhome or Duplex without Garage or Alley: The Town will collect solid waste, recycling, and bulky items for individually owned land occupied by townhomes or duplexes, or townhomes and duplexes owned by a single owner, without a garage or approved alley access at designated dumpster/compactor locations only. The Town is not responsible for the construction or maintenance of these dumpster/compactor facilities.

Condominiums and Apartments: Solid waste, recycling, and bulky item service must be provided through dumpster or compacting facilities only. These services may be contracted privately, or they *may* contract with the Town for these services pending approval from the Town's contractor and an approved fee arrangement. Condominiums and apartment developments with fewer than thirty (30) units *may* request individual roll-out service, pending approval from the Town.

Other: Commercial and other land uses not listed above needing more than 512 gallons (2.5CY) per week must be privately contracted. Small businesses needing less than 512 gallons (2.5CY) of solid waste pick-up per week *may* request Town service with a fee agreement at a Town approved pick-up location.

Requirements of Service

Service Provider: The Town, or its contracted agent, will be solely responsible for the collection of residential solid waste, recycling, and bulky item materials within the Town limits; unless the property owner chooses to utilize Mecklenburg County landfill sites or privatize its own collection.

Roll-out Bins and Containers: The Town, or its contracted agent, will provide all necessary bins, containers, and/or dumpsters for town-collected services. Roll-Out Containers should not be placed at the curb before 12:00am of the day before the scheduled pick-up date, and must be removed from the curb by 11:59pm of the scheduled pick-up date. Roll-Out Containers cannot be stored in the front yards; with the front yard being defined as the area measured from the primary building façade and/or formal front door extended both outward to side property boundaries and forward to a street or right-of-way.

Collection Access: The Town will only serve properties located on public roads or alleys that have been approved by the Town as acceptable roads for transport and collection of solid waste materials and heavy equipment.

Properties served on private roads or alleys must sign a waiver releasing the Town of any responsibility for road maintenance and repair associated with solid waste and recycling collection. If a waiver is not signed, the property owner(s), Homeowners Association, or developer will be solely responsible for the collection of solid waste, recycling, and bulky items.

Gated Communities: The Town will not provide solid waste, recycling, and bulky item services to gated residential communities. Gated communities must provide their own solid waste services, unless an agreement with the Town's contractor is approved and a waiver is signed with the Town.

Special Circumstances: The Town will offer back-door service to elderly and disabled residents provided they can demonstrate to the Town a need for such service. This service will be provided by the Town or its contractor at no extra charge. The Town Manager will have the discretion to approve any special arrangement associated with solid waste service.

Violations: Any violation of this Solid Waste Policy can result in fines or the Town refusing service to the individual or property as stated in Section 51 of the Town Ordinances. The Town Manager will have the discretion to refuse service to individuals or properties who repeatedly violate this policy.

Grandfather Clause: With respect to approved and established single-family residential and multi-family residential developments already in existence prior to December 9, 2014, this policy shall not affect those properties unless the solid waste collection practice of that property/development is changed or altered from its current format. If the current solid waste collection is changed or altered, the development will be required to conform to the most recent policy in effect by the Town at that time.

If any of these properties are served via private roads or alleys, they must sign a waiver releasing the Town of any road maintenance or repair responsibility in order to continue receiving service. If a waiver agreement is not signed within 90 days of adoption of this policy, these developments will be required to contract privately for their solid waste, recycling, and bulky item pick-up.

The following communities are identified as multi-family properties recognized as existing developments:

- Reid Lane Townhomes
- Karen Court Apartments
- Pineville Forest Townhomes
- Lake Park Townhomes (Water Oak)
- Stokeshill and Stoneacre Court in Carolina Crossing Townhomes
- Parkway Crossing Townhomes/Alleys
- The Cottages Homes

Willow Hurst Patio Homes
John's Towne Homes

Approved: December 9, 2014; Revised 4/9/2019

Solid Waste, Recycling, and Bulky Item Pick-up

SOLID WASTE - ROLL-OUT: Place cart at the curb by 7:00 a.m. Wednesday morning.

1. Pickup is provided **once a week** and contracted for a maximum limit of **1 Roll-Out Container** (provided by the Town). Additional carts may be provided by the Town's contractor for an extra charge.
2. Pickup times vary according to location.
3. A more sanitary service will be provided if your waste is bagged, but this is not required.
4. Waste put in roll-out container should be household garbage only, not recyclables or curbside items.
5. Confine or restrain dogs on pickup days. Service may be denied if this requirement is not followed.
6. Roll-Out Containers cannot be placed at the curb before 12:00am of the day before the scheduled pick-up date, and must be removed from the curb by 11:59pm of the scheduled pick-up date.

*

RECYCLABLES - ACCEPTED AT CURBSIDE - Bi-Weekly: Place bin at the curb by 7:00 a.m. Wednesday morning during the week of pick-up.

1. Clean newsprint, cardboard boxes (flattened), magazines, paperbacks, telephone books, junk mail, gift wrap and mixed paper, including cereal & food boxes - without liners (tied together or put in **paper bags**).
2. Glass bottles & jars. **Rinsed, with lids removed.**
3. Plastic bottles & jugs (except #6), wide mouth plastic containers (except #6), including milk & juice cartons, laundry and dish washing detergent bottles and rigid plastics (toys, litter boxes & buckets). **Always empty, rinse, flatten (if possible) and remove lids.**
4. Metal, aluminum, tin/steel food cans, rinsed with lids removed (place lids inside containers), aerosol cans.
5. Spiral wrap cans (frozen juice containers, peanut containers and potato chips). (Metal lids, top and bottom are okay, remove and discard plastic lids.)
6. Roll-Out Containers cannot be placed at the curb before 12:00am of the day before the scheduled pick-up date, and must be removed from the curb by 11:59pm of the scheduled pick-up date.

ITEMS NOT ACCEPTED FOR RECYCLING: See Mecklenburg County Solid Waste website for a full list of items not collected, however; the following are sample items not collected as recyclables: Drinking glasses, windowpanes, mirrors, bottle caps or lids, plastic bags, shredded paper, plastic food trays & cups, ceramics, pots & pans, glassware, paper plates & napkins, batteries, light bulbs or wire hangers, clamshells (take-out boxes), Styrofoam. Or items with #6 on bottom.

*

YARD WASTE and BULKY ITEMS- CURBSIDE - Weekly: Place yard waste at the curb by 7:00 a.m. Wednesday morning.

1. **Items contracted for pickup at the curb are:** Grass clippings and leaves in bags/cans (10 bag limit). Limbs and brush should be separated from other waste. These should be left no more than 3 ft. in length

and not over 3 inches in diameter. No more than 4 cubic yards will be collected per week (4 cubic yards is about the size of a small truck bed). **If yard debris exceeds these specifications, no service will be provided.** The property owner will be responsible for the disposal of any yard debris in excess of the collection limit.

2. **Bulky items** and appliances (stoves, refrigerators, washers and dryers) will be picked up if prearranged by contacting WastePro prior to disposal.
3. **No pickup is provided for:** Carpet, partially filled paint cans, oil or other petroleum products, batteries, rubber tires or any material not acceptable at the landfill. **Absolutely NO building materials, wood blocks, tree stumps or logs.**

Town of Pineville

Solid Waste and Recycling Policy

The following policy is intended to provide all necessary information related to the type of solid waste and recycling services the Town offers to its many single-family, multi-family, and commercial properties.

Method of Service

Single-Family Residential: The Town will provide individual home pick-up service consisting of one solid waste and one recycle roll-out bin. These bins will be collected street-side in front of each home or where approved alleys exist. Bulky item pick up will also be provided following the specifics agreed upon in the trash collection contract administered by the Town. Bins are not permitted to be stored in the front yard.

Townhome or Duplex with Garage or Alley: The Town will provide individual home pick-up consisting of one solid waste and one recycle roll-out bin, so long as there is adequate bin storage as to not conflict with minimum parking requirements or other specifications made by the Town. Bins must be collected street-side in front of each home or along Town approved alleys. Bulky item pick up will also be provided following the specifics agreed upon in the solid waste collection contract administered by the Town. Bins are not permitted to be stored in the front yard.

Townhome or Duplex without Garage or Alley: The Town will collect solid waste, recycling, and bulky items for individually owned land occupied by townhomes or duplexes, or townhomes and duplexes owned by a single owner, without a garage or approved alley access at designated dumpster/compactor locations only. The Town is not responsible for the construction or maintenance of these dumpster/compactor facilities.

Condominiums and Apartments: Solid waste, recycling, and bulky item service must be provided through dumpster or compacting facilities only. These services may be contracted privately, or they *may* contract with the Town for these services pending approval from the Town's contractor and an approved fee arrangement. Condominiums and apartment developments with fewer than thirty (30) units *may* request individual roll-out service, pending approval from the Town.

Other: Commercial and other land uses not listed above needing more than 512 gallons (2.5CY) per week must be privately contracted. Small businesses needing less than 512 gallons (2.5CY) of solid waste pick-up per week *may* request Town service with a fee agreement at a Town approved pick-up location.

Requirements of Service

Service Provider: The Town, or its contracted agent, will be solely responsible for the collection of residential solid waste, recycling, and bulky item materials within the Town limits; unless the property owner chooses to utilize Mecklenburg County landfill sites or privatize its own collection.

Roll-out Bins and Containers: The Town, or its contracted agent, will provide all necessary bins, containers, and/or dumpsters for town-collected services. Roll-Out Containers should not be placed at the curb before 12:00am of the day before the scheduled pick-up date, and must be removed from the curb by 11:59pm of the day following the scheduled pick-up date. Roll-Out Containers cannot be stored in the front yards; with the

front yard being defined as the area measured from the primary building façade and/or formal front door extended both outward to side property boundaries and forward to a street or right-of-way.

Collection Access: The Town will only serve properties located on public roads or alleys that have been approved by the Town as acceptable roads for transport and collection of solid waste materials and heavy equipment.

Properties served on private roads or alleys must sign a waiver releasing the Town of any responsibility for road maintenance and repair associated with solid waste and recycling collection. If a waiver is not signed, the property owner(s), Homeowners Association, or developer will be solely responsible for the collection of solid waste, recycling, and bulky items.

Gated Communities: The Town will not provide solid waste, recycling, and bulky item services to gated residential communities. Gated communities must provide their own solid waste services, unless an agreement with the Town's contractor is approved and a waiver is signed with the Town.

Special Circumstances: The Town will offer back-door service to elderly and disabled residents provided they can demonstrate to the Town a need for such service. This service will be provided by the Town or its contractor at no extra charge. The Town Manager will have the discretion to approve any special arrangement associated with solid waste service.

Violations: Any violation of this Solid Waste Policy can result in the Town refusing service to the individual or property. The Town Manager will have the discretion to refuse service to individuals or properties who repeatedly violate this policy.

Grandfather Clause: With respect to approved and established single-family residential and multi-family residential developments already in existence prior to December 9, 2014, this policy shall not affect those properties unless the solid waste collection practice of that property/development is changed or altered from its current format. If the current solid waste collection is changed or altered, the development will be required to conform to the most recent policy in effect by the Town at that time.

If any of these properties are served via private roads or alleys, they must sign a waiver releasing the Town of any road maintenance or repair responsibility in order to continue receiving service. If a waiver agreement is not signed within 90 days of adoption of this policy, these developments will be required to contract privately for their solid waste, recycling, and bulky item pick-up.

The following communities are identified as multi-family properties recognized as existing developments:

- Reid Lane Townhomes
- Karen Court Apartments
- Pineville Forest Townhomes
- Lake Park Townhomes (Water Oak)
- Stokeshill and Stoneacre Court in Carolina Crossing Townhomes
- Parkway Crossing Townhomes/Alleys
- The Cottages Homes
- Willow Hurst Patio Homes
- John's Towne Homes

Approved: December 9, 2014