

State of North Carolina
County of Buncombe

Town of Woodfin Curbside Recycling Contract

THIS CURBSIDE RECYCLING CONTRACT made and entered into this _____ day of _____, 2022, by and between Curbside Management, Inc., a North Carolina corporation, with its principal Office located in Asheville, North Carolina (hereinafter called “Contractor”) and the town of Woodfin, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as “Town”).

WHEREAS, after careful consideration of the past (18) eighteen years performance of the Contractor, the Town Council has authorized the acceptance and execution of a new contract with the Contractor for curbside recycling; and

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

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

A. DEFINITIONS:

1. Customer: As used herein, the term customer shall mean a single-family unit or multi-family unit located within the jurisdiction of the Town that participates in the Town’s solid waste collection program.
2. Accepted Recyclable Material List:
 - Metal Cans - Aluminum, Steel, and Tin
 - Plastic Containers - bottles, jugs, tubs, and jars
ONLY food, beverage, personal care, and household plastic containers
(NO lids - plastic caps must be screwed on)
*Exception: NO black microwavable trays, NO plastic clam shells, NO To-go containers, and NO Styrofoam
 - Glass Bottles and Jars - clear, brown, and green
 - Milk & Juice Cartons
 - Newspapers & Inserts
 - Corrugated Cardboard
 - Mixed Paper -
 - Catalogs, junk mail, magazines, egg cartons (paper), envelopes, manila envelopes, office paper, phone books, glossy paper, Post-It notes, cereal boxes, brown paper bags, paper towel rolls, etc.

In addition, effective July 1, 2023, Contractor shall coordinate with the Town to no longer accept recyclable materials in “Blue Bags” or any plastic bags.

3. Recycling Collection Service: The following services are included:

- a. The scheduled collection of recyclable materials which include the sorting and preparation of recyclable materials for marketing at the processing center:
- b. Marketing the material:
- c. Keeping accurate records of the amount of recyclable materials collected weekly, and to the extent commercially reasonable that properly sorted recyclables will not be landfilled.

B. TERMS AND CONDITIONS:

1. The term of this contract shall be for five (5) years, commencing on the first pick-up day after the new contract is executed. Thereafter the contract will automatically renew for one-year periods unless either party gives 30 day written notice prior to the expiration of the contract.
2. The Town shall compensate the Contractor \$ _____ **per customer per month**. On the anniversary of the term of this contract, the Town shall adjust upward the Base Rate(s) and costs for additional services. The annual adjustment shall be based on the prior annual January-to-December calendar year percent change in the Consumer Price Index (CPI) of all urban consumers for the southern region as published by the United States Department of Labor, Bureau of Labor Statistics. New rates and prices shall be adjusted to the nearest cent. Any increases requested by the Contractor due to extraordinary expenses in excess of CPI will require bilateral approval of both parties.
3. Contractor will invoice the Town as of the last day of the current month based upon the current estimated number of solid waste customers. As customers are added within "town limits", the Town will supply addresses to the contractor and add the total to the monthly billing. The Town shall remit payment within 15 days of receipt of the invoice.

C. RESPONSIBILITIES OF THE TOWN:

1. Customer Service: The Town shall provide overall general education and promotion of the curbside recycling program. The Town shall also forward all service requests/complaints concerning the curbside collection of recyclables to the contractor's designated contact person.
2. Program Publicity: The Town shall produce all printed materials necessary for educating customers about the specifics of the program and the services being rendered. The town shall publicize the curbside recycling program through local mass media and other means as it sees fit to fully convey program information to customers.
3. New Additions: The Town shall promptly notify the Contractor of any new addresses, Subdivisions or areas to be added to the curbside recycling routes by promptly forwarding a revised listing of Town's customers to be served on a monthly basis.
4. The Town shall notify the Contractor of all changes made to its solid waste collection schedules to enable the Contractor to reconfigure its recycling routes. Prior to the commencement of this contract, the Town shall provide the Contractor with the number of

solid waste customers to be served and the address of each of them. The Town shall revise the figure monthly as necessary to keep the number current.

5. Provision of Containers: It is the intention of both parties that the use of the yellow recycling bins, "Blue Bags", or other plastic bags will be phased out during the first year of this contract. Over the next twelve (12) months or prior to (date), each customer shall be supplied with a Town owned Recycling Container(s) that conforms to the minimum specifications provided by the Contractor. During the term of this Contract, Town shall purchase and maintain an inventory of Recycling Containers for distribution to customers and for replacement of Recycling Containers. Replacement and delivery of the containers are the responsibility of the Town.

D. RESPONSIBILITIES OF THE CONTRACTOR:

1. The Contractor shall be responsible for picking up a maximum of two (2) Town of Woodfin Recycling Containers per customer per scheduled pickup. Upon the delivery and implementation of the Recycling Container(s), the Contractor shall no longer pickup or accept recyclables in yellow recycling bins or plastic bags. No sorting of the recyclables by the customer is required. Special collection of large volumes of recyclables from customer move-ins and move-outs shall be arranged separately by customers.
2. The Contractor will provide all equipment necessary to operate the weekly curbside collection program. All equipment will be properly registered, inspected, licensed and insured.
3. The Contractor shall designate a contact person who will be available at all times during collection operations to answer the Town's and customer's inquiries, respond to customer complaints, and direct the program. This contact person shall have ready and direct access to Contractor's crews throughout each collection day.
4. The Contractor shall provide a local or toll-free telephone number which the Town and customers may call during regular business hours for customer assistance, regarding missed collections, late set outs or route completion status.
5. The Contractor shall respond within one business day of any complaint about curbside collection. The Contractor will be responsible for returning to an area that has been serviced in the event that any misses have occurred whenever notified within 48 hours of the missed collection.

Contractor Notified

Prior to 1:00 p.m.

1:00 p.m. or after

Collection Required

Same Day

Next Business Day – Monday-Thursday

4. The Contractor will not be responsible for returning to an address when it is noted that the address had no recycling out at the time of collection.
5. The Contractor will service all recycling routes to coincide with the Town's sanitation route schedule whenever possible.

6. The Contractor will list any new addresses and add the total to the new customer addresses (as supplied by the Town).

E. COLLECTION:

1. The Contractor shall collect, process and market all Acceptable Recycling Materials as defined herein.
2. Contamination:
 - a. With the first occurrence of contamination of non-accepted materials in the recycling cart in excess of 8%, Contractor shall attempt to collect all properly prepared designated recyclables. Improper contents (i.e., those materials that are not on the Accepted Recyclable list) do not have to be collected by the Contractor and may be left along with a notification placed on the container informing the customer of proper recycling procedures.
 - b. On the second occurrence of contamination of non-accepted materials in the recycling cart in excess of 8%, Contractor may leave all materials in the container and shall place a notification on the container informing the customer of proper recycling procedures. Contractor shall provide notification to the Town of such occurrences.
3. Collection Procedures:
 - a. The customer must put all Acceptable Recycling Materials in the Town provided yellow bin and place them at the curbside for collection.
 - b. Upon delivery and implementation of the Recycling Container(s), the customers shall place all recyclables inside the Town provided Recycling Container(s) and place containers at curbside for collection. The Contractor shall collect all designated recycling materials placed inside the provided Recycling Container.
4. The Contractor's collection schedule must be performed weekly, year-round in accordance with the Town's existing solid waste/trash collection schedule. The recycling collection routes need not follow solid waste collection routes but must conform to the same collection day which occurs Monday through Friday of each week. The Contractor's schedule shall include the following:
 - a. Collection shall not begin prior to 7:00 a.m.
 - b. Collections shall follow the same holiday and snow schedule as the Town's solid waste/trash collection. (A copy of the Town's schedule shall be provided to Contractor at least two (2) weeks prior to commencement of this Contract)
 - c. Contractor must incorporate within its schedule; make up collection days for inclement weather conditions that have prevented regular collection.
5. Should any recyclable collected fall beneath a market value of zero, that particular commodity will be eliminated from the recycling program with mutual agreement with the Town and would not be picked up by the Contractor until such time as the market value goes above zero.

6. The Contractor shall be responsible the processing and marketing of all recyclable materials collected.

All materials collected shall be processed for recycling, reuse, and/or resale. The Contractor shall ensure that the materials collected are not deposited into the landfill or disposed of in any manner by the employees, subcontractors, or others with disposal prevents reuse as approved by the North Carolina Division of Waste Management. The sole exception to landfill disposal of recyclable materials collected by the Contractor shall be in the event that a type or category of recyclable materials cannot be reused, marketed or sold at any price above \$0.00, excluding transportation fees, for a period of ninety (90) days from the date of collection and processing of said recyclable materials. In such event the recyclable materials are permitted, under this section, to be disposed into a landfill. The Town shall be solely responsible for the payment of landfill "tipping" fees when no other alternative exists. In said events, the burden of proof shall be upon the Contractor to prove that such type or category of material could not be sold for a price above \$0.00 and the proof must be acceptable to the Town.

F. REPORTS:

1. Report Requirements: The Contractor shall perform reporting services to the Town which shall consist of the following:
 - a. Monthly Reports: The Contractor shall submit monthly reports to the Town during the entire contract period, commencing upon the effective date of the contract. These monthly reports shall be due within fifteen (15) days after the end of each month being reported and shall include:
 1. The actual tonnage of all recyclable material including average weight per customer and average weight per set out.
 2. A log of all complaints from customers, including their name, address, telephone numbers, and remedied action taken upon request.
 3. The number of customer set outs and the estimated participation rate of Town customers.
 4. The total yearly tonnage of recyclable materials sold, reused, or land filled.
 - b. Annual Reports: The Contractor shall submit annual reports during the entire contract period. These reports shall be due within forty-five (45) days after the end of the calendar year being reported. These reports shall include:
 1. A description of all yearly services;
 2. The average yearly set out and participation rate;
 3. The total yearly tonnages of recyclable material collected.

2. All records or documents required to be maintained by Contractor pursuant to this Contract shall be made available to the Town for inspection or audit, at any time during regular business hours, upon written request by the Town.

G. SUBCONTRACTORS/LABOR AND COSTS

1. Processing and marketing of recyclables may be performed by subcontractors. All Subcontractors shall meet the same requirements imposed upon the Contractor as set forth in Section I. Provided, however, that Contractor shall remain solely responsible to the Town in furnishing all labor and equipment required for the successful performance of this Contract.

H. INSURANCE:

1. The Contractor shall be required to carry for the life of the Contract with the Town:
 - a. Comprehensive General Liability Insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability.
 - b. Comprehensive Automobile Liability Insurance in the amount of at least Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage liability.
 - c. Workers' Compensation to the statutory limits requested by the State of North Carolina and Employer's Liability, minimum acceptable limits of \$100,000/\$500,000, \$100,000.
2. Indemnification: Contractor shall defend, indemnify, and hold harmless the Town from all loss, liability, claims, or expense arising from bodily injury, including death or property damage, to any person or persons caused in part or in whole by the negligence or willful misconduct of contractor except to the extent same are caused by the negligence or willful misconduct by the Town or its agents arising out of performance of this contract. Contractor further agrees to hold harmless and indemnify the Town of any and all losses for workers compensation and/or employer's liability for claims arising from the work performed by Contractor's employees under this agreement.

I. NON-PERFORMANCE OR DEFAULT:

1. In the event the Contractor becomes insolvent, makes an assignment for the benefit of its creditors, becomes the subject of any bankruptcy, reorganization or arrangement proceeding or defaults in any obligation, which default would foreclose the Contractor from performing any of its obligations hereunder, such action shall be a default hereunder and this Contract may be terminated by the Town without further obligation, responsibility or liability of the Town to the Contractor.

2. A continued high level of substantive customer complaints about recycling collection shall be considered a cause for possible termination of the Contract. As determined by the Town, the definition of a “high level of substantive customer complaints” includes, but is not limited to:
 - a. Greater than three (3) unsatisfactory performance complaints per month for three (3) consecutive months, which may include, but shall not be limited to:
 - i. Failure to respond to a customer complaint within the specified time constraints;
 - ii. Continued and repeated misses of pick up at a particular customer, street, or subdivision;
 - iii. Continued misuse and/or mishandling of materials;
 - iv. Damage to personal property;
 - v. Failure to obey traffic regulations;
 - vi. Discourteous treatment of customers;
 - vii. Late submission of monthly or annual reports
 - viii. Failure to adhere to local, state, and federal laws pertaining to the performance of this Contract on behalf of the Town.
 - b. Greater than five (5) unresolved recycling misses per month for three (3) consecutive months, but not to include complaints about missed pickup where the Contractor can demonstrate that there was late set out by the customer.

J. TERMINATION:

1. Substantial Failure: The obligation to provide further services under this contract may be terminated by the Town upon thirty (30) days written notice in the event of failure by the contractor to perform in accordance with the terms hereof. The Contractor shall be given a fourteen (14) calendar day cure period after written notice (delivered certified mail, return receipt requested) of the Town’s intent to terminate. In the event that the Contractor can not cure the problems within that fourteen day period Contractor will be paid for all services rendered to the date of termination.
2. The Contractor may terminate this Contract upon the Town’s failure to compensate the Contractor under the terms of this contract, following the same procedure as set forth in subsection 1 of this section I.
- 3.

K. GENERAL PROVISIONS:

1. Equal Employment Opportunity: The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
2. Drug- Free Workplace Certification: The Contractor shall be in compliance with the drug-free workplace policy as set by the Town.
3. Unenforceable Clause: If any provision or part of the Contract is held to be void, invalid, illegal or unenforceable under any law or regulation such void, invalid, or illegal or

unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Contractor and Town and this Contract shall be considered as if such void, invalid, illegal or unenforceable provision had never been included herein.

4. Non-Appropriation Clause: Notwithstanding any other provision of this Agreement, the parties agree that payments due hereunder from the Town are subject to annual budget appropriation by the Town Council. In the event that sufficient budget appropriations are not made available to support this agreement in any fiscal year, this Agreement shall terminate immediately with out further obligation to the Town.
5. Titles of Sections: Headings within the Contract are for convenience only and do not define, limit, or construe the contents of such sections.
6. Entirety: This Contract and the documents incorporated by reference herein constitute the entire agreement between the parties and supersede any and all prior written or oral understandings. This Contract may only be amended, supplemented, or modified by written instrument duly executed by both parties.
7. Notices: All notices required under this Contract shall be in writing, addressed to the parties as set forth below and sent by registered or certified, return receipt request, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt. The designated contract person for each party shall be as follows:

Town of Woodfin
C/O Town Administrator
90 Elk Mountain Road
Woodfin, NC 28804

Curbside Management, Inc.
C/O Barry Lawson
PO Box 18722
Asheville, NC 28814

8. Independent Contractor: The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Town.
9. Compliance with Laws and Regulation: The Contractor shall obtain and retain all necessary permits and licenses required for the performance of this Contract. Additionally, the Contractor shall comply with all federal, state, and local laws and regulations now in effect or hereinafter enacted during the term of this Contract.
10. Waivers: A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any further breach of such provision or a waiver of a breach of any other provision of the Contract, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed pursuant to authorization contained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective organization

Town of Woodfin, NC

Curbside Management, Inc.

Town Administrator

Barry Lawson, President

Seal:

Seal:

DRAFT



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10243364

Sourcewell
 Awarded Contract
 Contract # 041521-TOT

Sell To:

Contact Name	Johnny Brooks	Ship To Name	Town of Woodfin - NC
Bill To Name	Town of Woodfin - NC	Ship To	90 Elk Mountain Rd Woodfin, NC 28804 USA
Bill To	90 Elk Mountain Rd Woodfin, NC 28804 USA		
Email	jbrooks@woodfin-nc.gov		
Phone	(828) 645-7063		

Quote Information

Salesperson	Brittany Hicks	Created Date	8/9/2022
Salesperson Email	bhicks@wastequip.com	Expiration Date	8/24/2022
		Quote Number	WQ-10243364 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296 - OMNIA	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-OMNIA	---Body Color - (968) Greenstone ---Lid Color - (390) Yellow ---Body Hot Stamp on Both Sides (New) in White ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	2,800.00	\$58.80	\$164,640.00
2 Plastics-Op-BHSP-BothNew	---Body Hot Stamp on Both Sides (New)		2,800.00	\$0.50	\$1,400.00
4 Plastics-Op-LHSP-12	---Lid Hot Stamp Insert - Read from Street (Existing)		2,800.00	\$0.25	\$700.00
91 Plastics-Op-Assembled-S-3-OMNIA	---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed		2,800.00	\$0.00	\$0.00
93 Plastics-Op-UHF-OMNIA	---Ultra High Frequency (UHF) RFID Tag ---Factory Installed		2,800.00	\$0.75	\$2,100.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$168,840.00
Shipping Terms	FOB Origin	Shipping	\$7,732.00



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10243364



Tax	\$12,360.04
Grand Total	\$188,932.04

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#041521, eff. 5/2/2022), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10239724

Sourcewell
 Awarded Contract
 Contract # 041521-TOT

Sell To:

Contact Name	Johnny Brooks	Ship To Name	Town of Woodfin - NC
Bill To Name	Town of Woodfin - NC	Ship To	90 Elk Mountain Rd
Bill To	90 Elk Mountain Rd		Woodfin, NC 28804
	Woodfin, NC 28804		USA
	USA		
Email	jbrooks@woodfin-nc.gov		
Phone	(828) 645-7063		

Quote Information

Salesperson	Brittany Hicks	Created Date	7/11/2022
Salesperson Email	bhicks@wastequip.com	Expiration Date	7/22/2022
		Quote Number	WQ-10239724
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296 - OMNIA	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-OMNIA	---Body Color - (968) Greenstone ---Lid Color - (930) Dark Green ---Body Hot Stamp on Both Sides (New) in White ---Lid Hot Stamp Insert - Read from Street (Existing) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---Ultra High Frequency RFID Tag ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	3,100.00	\$58.80	\$182,280.00
2 Plastics-Op-BHSP-BothNew	---Body Hot Stamp on Both Sides (New)		3,100.00	\$0.50	\$1,550.00
4 Plastics-Op-LHSP-12	---Lid Hot Stamp Insert - Read from Street (Existing)		3,100.00	\$0.25	\$775.00
91 Plastics-Op-Assembled-S-3-OMNIA	---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed		3,100.00	\$0.00	\$0.00
93 Plastics-Op-UHF-OMNIA	---Ultra High Frequency (UHF) RFID Tag ---Factory Installed		3,100.00	\$0.75	\$2,325.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$186,930.00
Shipping Terms	FOB Origin	Shipping	\$8,058.00



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10239724



Tax	\$13,649.16
Grand Total	\$208,637.16

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

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Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



Dear Resident:

The Town of Woodfin is pleased to announce that all residential customers will soon receive town issued trash and recycling containers. These new containers will be the standard 96-gallon containers used by most service providers and will include lid, handle, and wheels for easy maneuvering. You may start to use your cans as soon as you receive them with most customers receiving their cans between October – November 2022.

Two separate cans will be issued to each household, one for trash and one for recycling. The town will continue to provide weekly trash collection based on your current schedule; however, **recycling service will now be every other week** according to the attached schedule provided by our service partners at Curbside Management.

Any resident who has concerns about managing or storing the 96-gallon containers may opt for a smaller 64-gallon trash can; however, to continue to provide these collection services at no cost to our residents, the town will not be able to offer smaller cans or bins for recycling and will only be offering the larger 96-gallon cans.

For additional information and helpful suggestions, we encourage residents to visit the town's project page at www.woodfin-nc.gov/townprojects/xxx. Residents wishing to opt for a smaller trash can or to decline the large recycling can may contact the town at (828) 253-4887 or email clerk@woodfin-nc.gov.

Sincerely,

Shannon Tuch, Woodfin Town Manager

Contact for 64-gallon trash can alternative
Email: clerk@woodfin-nc.gov, or
Call: (828) 253-4887, ext. 1001

Woodfin Trash and Recycling Container Distribution Frequently Asked Questions

Why is the town doing this?

Based on a 2021 community survey results, the town has invested in improvements to the town's sanitation and recycling services including the distribution of roll-out carts. In addition to meeting the needs and preferences of our residents, roll-out carts also help to protect the health and welfare of our employees, and to minimize environmental impacts on our community.

How much will this cost me?

These carts are being issued at no cost to our residents and are funded through the American Rescue Plan monies received by the town in 2021.

Will I be able to continue to place bags out at the curb?

No. The Town of Woodfin's sanitation ordinance requires that all trash be contained within a hard-sided container, formerly supplied by the homeowner. The collection of bagged garbage creates risks to our employees (sharp objects such as needles, repetitive motion injuries, etc.) and to the environment when bags tear or rip because of overpacking or from wildlife and other animals. Once cans are distributed to all households, sanitation staff will no longer collect bags.

How should I store these cans?

We recommend that residents store their cans in a flat, easily accessible area of their property such as a garage, side yard, or the end of a driveway. Cans are made of a high-density all-weather plastic and may be stored outdoors.

What are the dimensions of the 96-gallon and 64-gallon cans?

Standard 96-Gallon Can



Smaller 64-Gallon Can



Can I get more than one cart?

Unfortunately, the town will only be able to supply one garbage and one recycling cart per address. If you are a home with more than one residential unit/address and you do not receive two carts, please contact town staff at the information provided.

Will my collection day be the same?

Most residents will continue to have the same collection day. A small number of households collection day will change. Please refer to the posted garbage collection schedule for your assigned collection day. Recycling will continue to be collected on the same day of the week as your garbage collection according to the bi-weekly schedule posted.

I am a small business, will I be receiving roll-out carts?

The town will continue to provide collection services for small businesses only. If you are a small business with 10 or fewer employees, you will receive roll-out carts (one each). Employers with more than 10 employees or who generate waste in excess of the 96-gallon cart capacity must switch to a commercial collection service. If you are unsure if you fit the category of a small business, please contact town staff at the information provided.

How do I request a smaller 64-gallon cart?

Residents who would prefer a smaller, 64-gallon cart may request one by calling town hall at (828) 253-4887 or by emailing: clerk@woodfin-nc.gov

I'm not sure if the 96-gallon cart will fit in my garage – how can I check?

Dimensions of the two garbage cart options are included above (see question #x). Additionally, large and small cart samples will be left outside of town hall for any resident who would like to come and view them in-person. Residents requiring special assistance to identify the most appropriate size may contact town hall at the information provided.

Will these cans be bear proof?

No. Options for bear proof cans will continue to be explored and may be offered in the future. Residents who are experiencing issues related to bears or other wildlife are recommended to explore options for a secure storage location, or an after-market securing system (i.e. straps) available at a number of retailers.

How heavy are these cans? I'm not sure I'll be able to manage a large can.

The weight of your can is based primarily on the type and volume of household waste generated, and not by the weight of the can itself. The handle and wheel features of the roll-out carts make them easy to use and maneuver, regardless of size. Residents in need of special assistance should contact the town at the information provided.

I live at end of a long gravel driveway (or at the end of a steep private driveway), where am I supposed to put my carts?

Residents are encouraged to explore options for cart storage in an area that is convenient, secure and accessible by our sanitation staff. Residents who share access on a private or gravel

driveway may want to collectively identify the most appropriate location for a shared storage area.

If I can have a smaller cart for garbage, why can't I have one for recycling?

The Town of Woodfin will continue to provide garbage collection services on a weekly basis and can equally manage large or small carts; however, in order to continue to provide recycling collection services at no cost to our residents the town will be switching to bi-weekly service which will necessitate the use of larger carts.

Why can't we continue to have weekly recycling collection?

Bi-weekly collection is more efficient, less costly, less intrusive and results in fewer miles travelled by large trucks, resulting in a reduced carbon footprint. The large 96-gallon cans will accommodate more recycling than

What do I do with my old trash can or recycling bins?

We strongly encourage residents to re-use or re-purpose their old cans (i.e. label for yard waste) or sell or give away their old trash cans in good condition - there are a number of on-line platforms available to aid in this (Craig's List, Facebook Marketplace, Free-cycle, etc.). Old recycling bins may be placed out alongside your new cart and Curbside Management will collect them for recycling [\[need to verify\]](#).