



**TOWN OF RICHLANDS BOARD OF ALDERMEN
REGULAR MEETING AGENDA
302 S. Wilmington Street, Richlands, NC 28574
June 9, 2026
6:00 p.m.**

A. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance

B. ADOPTION OF AGENDA (ACTION)

C. ADOPTION OF MINUTES (ACTION)

- 1) 4-20-26 Reconvened Meeting Minutes **(ACTION)**
- 2) 5-12-26 Regular Meeting Minutes **(ACTION)**
- 3) 5-28-26 Special Called Meeting Minutes **(FORTHCOMING)**

D. INFORMAL PUBLIC COMMENTS (REVIEW)

Public Comments are limited to 3 minutes each speaker and cannot be transferred to another speaker. The purpose of Public Comments is to provide attendees with an opportunity to speak on Town matters. It is not meant to be a dialogue exchange between speakers, the Board of Aldermen and others in the audience. The Board and/or staff will follow up as promptly as possible if necessary.

E. PUBLIC HEARINGS –

1. Charter Amendment – Council/Manager Form of Government

F. NEW BUSINESS

1. ONWASA Administrative Services Agreement **(ACTION)**
2. GFL Solid Waste Contract Effective 7/1/26 **(ACTION)**
3. Short Form of Agreement for Planning/Development Services **(ACTION)**
4. Additional Lighting on Rand Street **(ACTION)**
5. FY 26-27 Budget Update **(REVIEW)**

G. DEPARTMENTAL MONTHLY REPORTS

- Police **(REVIEW)**
- Finance – 1) May 2026 Budget vs. Actual Report **(REVIEW)**
- Code Enforcement **(REVIEW)**



- Public Works **(REVIEW)**

H. ADMINISTRATOR'S REPORT

- Updates/Additional Information **(REVIEW)**

I. BOARD MEMBER CONCERNS AND COMMITTEE UPDATES

J. CLOSED SESSION FOR PERSONNEL - NCGS 143-318.11(a)(6)

K. RECESS UNTIL JUNE 16, 2026 AT 6:00 P.M.

NOTES:

- 1) If there are any questions, concerns, or requests for information regarding any agenda items or other Town matters, please contact staff in advance of the Board meeting, if possible, to allow us enough time to properly research issues if necessary.
- 2) Items marked with **(ACTION)** are items that will require Board approval. Items marked with **(REVIEW)** are for the Board's review only. Items marked with **(ACTION and/or REVIEW)** do not require Board approval but the Board may choose to act on the item.

TOWN OF RICHLANDS
NORTH CAROLINA

Office of the
Town Clerk
(910) 324-3301
(910) 324-2324 fax
townclerk@richlandsonc.gov

Mailing Address:
P.O. Box 245
Richlands, N.C. 28574



The Richlands Board of Aldermen reconvened the April 14, 2026 Regular Meeting on April 20, 2026, at 9:00 a.m. at the Richlands Town Hall.

Alderman Tom Brown
Alderman Kent Painter
Alderman Alice Betts

Alderman Paul Conner
Alderman Marilyn Bunce

Absent: Mayor McKinley Smith

Also present were:

Chris Roberson, Town Administrator
Isaura Flores, Town Clerk
William Horne, Chief of Police

Johnathan Jarman, Public Works Director

There were no citizens present.

A. RECONVENE APRIL 14, 2026 MEETING:

Mayor Pro Tem Tom Brown called the meeting to order at 9:22 a.m.

B. NEW BUSINESS:

1. FY 26-27 Budget Worksheets – Workshop/Board Priority Discussion (Review)

Town Administrator Chris Roberson led discussion regarding the FY 2026-2027 budget worksheets, Board priorities, and long-term financial planning.

Discussion topics included proposed street improvement projects and USDA loan funding options, fund balance requirements and ARPA funding, potential funding assistance options for a fire truck for the Richlands Volunteer Fire Department, prioritization of street repairs and capital projects, vehicle replacement considerations, employee salary increases and staffing concerns, proposed changes to the Town's form of government, and scheduling related to the FY 2026-2027 budget adoption process.

Discussion was also held regarding scheduling a Special Called Meeting for April 23, 2026, at 6:30 p.m. for Closed Session discussion related to employee salaries and personnel matters.

No formal action was taken during the workshop discussion.

C. ADJOURN:

A **motion** was made by Alderman Paul Conner, seconded by Alderman Alice Betts, to adjourn the meeting at 11:40 a.m. The motion was unanimously carried.

Respectfully Submitted,

Mayor Pro-Tem Tom Brown

Attest: Isaura Flores, Town Clerk

DRAFT

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NORTH CAROLINA**

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The Richlands Board of Aldermen met in Regular Session on May 12, 2026, at 6:00pm at the Richlands Town Hall. Present for the meeting were:

Alderman Tom Brown
Alderman Kent Painter
Alderman Alice Betts

Alderman Paul Conner
Alderman Marilyn Bunce

Absent: Mayor McKinley Smith

Isaura Flores, Town Clerk

Also present were:

Chris Roberson, Town Administrator
Johnathan Jarman, Public Works Director
William Horne, Chief of Police

Keith Fountain, Town Attorney

There were 11 citizens present.

A. MEETING CALLED TO ORDER:

Mayor Pro Tem Tom Brown called the meeting to order at 6:00 p.m.

1. Invocation – Mayor Pro Tem Tom Brown
2. Pledge of Allegiance – Alderman Alice Betts

B. ADOPTION OF AGENDA:

Chris Roberson, Town Administrator, presented the agenda to the Board.

A **motion** was made by Alderman Marylin Bunce, seconded by Alderman Paul Conner, to adopt the agenda as presented. The motion was unanimously carried.

C. ADOPTION OF MINUTES:

1. 04-08-26 Special Call Meeting Minutes

A **motion** was made by Alderman Kent Painter, seconded by Alderman Marilyn Bunce, to approve the April 8, 2026 Special Call Meeting Minutes as presented. The motion was unanimously carried.

2. 04-14-26 Regular Meeting Minutes

A **motion** was made by Alderman Kent Painter, seconded by Alderman Paul Conner, to approve the April 14, 2026 Regular Meeting Minutes as presented. The motion was unanimously carried.

3. 04-20-26 Reconvened Meeting Minutes (**Forthcoming**)

D. PUBLIC COMMENT: Yes

- Sheryl Brown expressed concerns regarding aggressive dogs in her neighborhood and inquired about possible measures to address potentially dangerous animals.

E. PUBLIC HEARING:

1. Rezoning for Francktown Road

Town Administrator Chris Roberson presented a summary of the rezoning request for approximately 50 acres located off Francktown Road from RA (Rural Agricultural) to RM-6 (Residential) for residential development.

Mayor Pro Tem Tom Brown opened the public hearing.

Two individuals signed up to speak regarding the request.

- Josh Edmondson, representing Tidewater Associates, spoke in support of the rezoning request. Mr. Edmondson stated the property would be incorporated into a previously approved residential development and would provide a secondary access point to Francktown Road. He noted the request was consistent with prior rezoning approvals associated with the overall development plan.
- Robert Dixon expressed concerns regarding the impacts of continued development on roads, farmland, traffic, and the surrounding area.

A **motion** was made by Alderman Marilyn Bunce, seconded by Alderman Paul Conner, to close the public hearing. The motion was unanimously carried.

F. PRESENTATIONS: None

G. OLD BUSINESS: None

H. NEW BUSINESS:

1. Rezoning off of Francktown Road (ACTION):

Town Administrator Chris Roberson reviewed the Consistency Statement Worksheet and the requirements for consideration of the rezoning request for approximately 50 acres located off Francktown Road from RA (Rural Agricultural) to RM-6 (Residential).

A **motion** was made by Alderman Marylin Bunce, seconded by Alderman Paul Conner, to approve the rezoning request and adopt the Consistency Statement Worksheet as presented. The motion was unanimously carried.

2. Resolution Changing the Form of Government to Council-Manager (ACTION):

Town Administrator Chris Roberson reviewed the process required to change the Town's form of government from Mayor-Council to Council-Manager, including the required public hearing and subsequent adoption procedures.

A **motion** was made by Alderman Paul Conner, seconded by Alderman Kent Painter, to approve the Resolution of Intent to Consider an Ordinance Amending the Town's Charter to adopt the Council-Manager form of government and to set a public hearing for June 9, 2026, regarding the proposed change in the Town's form of government. The motion was unanimously carried.

3. FY 26-27 Budget Update (REVIEW):

Town Administrator Chris Roberson provided an update regarding the FY 2026-2027 budget process and ongoing uncertainty related to county property revaluations and pending legislative action at the State level. Mr. Roberson discussed competing legislative proposals, statutory budget deadlines, and the potential need for a Special Called Meeting once additional guidance becomes available.

Discussion was also held regarding plans to pursue grant funding opportunities for future street improvement projects.

Alderman Marilyn Bunce inquired about the potential impact of pending legislation on the Town's property tax rate and budget process. Mr. Roberson provided additional clarification regarding budget adoption and revenue considerations.

I. DEPARTMENTAL MONTHLY REPORTS:

• Police (Review):

Chief of Police William Horne presented the Police Department monthly report and provided updates regarding department operations, staffing, training, and recruitment efforts. Chief Horne reported that a vehicle software issue affecting uploads had been resolved, Officer Saldaña was currently on leave, Officer Lessner recently attended training, and one applicant is expected to complete Basic Law Enforcement Training (BLET) in October.

- **Finance – April 2026 Budget vs Actual Report (Review):**

The April 2026 Revenue and Expenditure Budget vs. Actual Reports were presented for review. Mr. Roberson also provided updates regarding workers' compensation and insurance costs and discussed plans to limit expenditures through the end of the fiscal year. No action was taken.

- **Code Enforcement (REVIEW):**

Town Administrator Chris Roberson presented the April 2026 Code Enforcement Report for review, including notice of violation letters.

- **Public Works (REVIEW):**

Town Administrator Chris Roberson presented the April 2026 Public Works Report for review.

J. ADMINISTRATOR'S REPORT:

- Updates/Additional Information (Review)

Town Administrator Chris Roberson provided the monthly report for April 2026, including updates regarding street project grant funding, Venters Park construction, planning and development activities, budget preparation, website improvements, and ongoing discussions with the County Planning Director regarding a potential agreement for development review and code enforcement services.

K. BOARD MEMBER CONCERNS AND COMMITTEE UPDATES

Alderman Tom Brown: None

Alderman Paul Conner: Thanked those in attendance.

Alderman Kent Painter: None

Alderman Alice Betts: None

Alderman Marilyn Bunce: Provided an update regarding a conditional zoning request submitted to Onslow County and discussed ongoing development-related matters. Alderman Bunce also discussed downtown revitalization opportunities and announced an upcoming open house meeting.

L. CLOSED SESSION FOR PERSONNEL – NCGS 143-318.11(a)(6):

A **motion** was made by Alderman Paul Conner, seconded by Alderman Kent Painter, to enter Closed Session pursuant to NCGS 143-318.11(a)(6). The motion was unanimously carried.

A **motion** was made by Alderman Paul Conner, seconded by Alderman Marilyn Bunce, to return to Open Session. The motion was unanimously carried.

Attorney Keith Fountain stated that the only action resulting from Closed Session was consideration of a family leave request in accordance with the Town's Personnel Policy.

A motion was made by Alderman Paul Conner, seconded by Alderman Kent Painter, to approve a family leave request for up to six (6) months in accordance with the Town's Personnel Policy. The motion was unanimously carried.

M. ADJOURN:

A **motion** was made by Alderman Paul Conner, seconded by Alderman Kent Painter, to adjourn the meeting at 7:27 p.m. The motion was unanimously carried.

Respectfully Submitted,

Mayor Pro-Tem Tom Brown

Attest: Isaura Flores, Town Clerk

**TOWN OF RICHLANDS
BOARD OF ALDERMEN**



Agenda Item
F1

Meeting Date:
9-Jun-26

Presenter:
Town Administrator

ITEM TO BE CONSIDERED

Title:
ONWASA Administrative Services Agreement

Brief Summary:
The annual ONWASA Administrative Services Agreement needs approval by the Board to be effective July 1, 2026. This agreement is done every year.

If the Board approves of the agenda item as presented, the following motion(s) is (are) suggested:

- 1) Approve the agreement as presented

BACKGROUND

<p>Originating Department Administration</p> <hr/> <p>Staff Contact: Town Administrator</p> <hr/>	<p>Attachments:</p> <p>1 Agreement</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>
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REVIEWED BY

<p>Town Administrator <input checked="" type="checkbox"/></p> <p>Clerk to the Board <input type="checkbox"/></p>	<p>Attorney <input type="checkbox"/></p> <p>Finance Officer <input type="checkbox"/></p>
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ACTION TAKEN

Motion by: _____ Carried: _____

Second by: _____ Ayes: _____ Nays: _____

ADMINISTRATIVE SERVICE AGREEMENT

AGREEMENT made this ____ day of _____, 2026, by and between **ONSLow WATER AND SEWER AUTHORITY** (the "Authority") a body politic and corporate of the State of North Carolina, and the **TOWN of RICHLANDS** (the "TOWN"), a municipal corporation of the State of North Carolina;

WITNESSETH:

WHEREAS, the County of Onslow (the "County") the City of Jacksonville, and the Towns of Swansboro, Richlands, North Topsail Beach and Holly Ridge, acting through their respective governing bodies, pursuant to the provisions of Article 1, Chapter 162A of the General Statutes of North Carolina, organized and incorporated the Authority as a vehicle to assist in providing a satisfactory supply of potable water and sewer collection/treatment for citizens of the member governments of the Authority; and,

WHEREAS, in furtherance of the purposes for which the Authority was created, the County and above referenced municipalities, with the exception of Jacksonville, leased to the Authority their water and sewer systems pursuant to long term Capital Lease Agreements and the Authority pursuant to Water and Sewer Service Agreements having terms concurrent with the Capital Lease Agreements, agreed with each such member government to meet the water and sewer needs of their citizens within the limitations of available supply; and

WHEREAS, the Authority's main offices are on Georgetown Road in the City of Jacksonville; and

WHEREAS, for the convenience of customers of the Authority located in or in the general vicinity of the Town, it was provided in the Water and Sewer Service Agreement with the Town that the Authority shall maintain facilities in the Town for the purpose of the bill payment and telephone communication from customers; and

WHEREAS, pursuant to N.C. Gen. Stat. § 162A-6 the Authority is authorized to enter into agreements with units of government relating to the operation of the Authority's utility systems; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The Town shall, at its sole cost and expense, perform certain duties on behalf of the Authority, such as collecting payment for services provided by the Authority. The exact functions to be performed by the Town are described on **EXHIBIT A** attached hereto and made a part hereof. The Town shall prominently display ONWASA's name on office doors and in other suitable locations on the exterior of the Town Hall premises as is reasonably necessary to advise the public that Authority administrative services are available at the Town Hall. The Authority shall be responsible for providing the Town with such computer, internet, technical support and supplies as necessary at the discretion of the Authority for the Town to perform its duties under this Agreement.
2. The Authority shall pay to the Town for services performed pursuant to this Agreement the sum of \$2,916.67 per month, payable on or before the 10th day of each month; provided, however the Authority may deduct from any monthly payment an amount equal to \$16.83 (35,000/2,080) for each hour in the previous month worked by Authority personnel in

performing any administrative services which the Town was obligated to perform pursuant to this Agreement.

3. In lieu of providing the services to the Authority set forth in paragraph 1 above, the Town may at time during the term of this Agreement request the Authority to set up a kiosk in the Town to provide services to the citizens. Should this request be made, the Authority shall, as soon as practicable, establish a kiosk in the Town to provide services. Beginning at the end of the month in which a kiosk is established in the Town, all payments provided in paragraph 2 above shall cease, and the Town shall have no further obligation to provide those services set forth in paragraph 1 above.
4. This Agreement shall continue in effect through June 2027. Either party may terminate this Agreement as of the end of any month by giving the other party at least 60 days notice in advance of the termination date. If a Town is providing services as set forth in paragraph 1 above, a decision to reduce operating hours would be at the discretion of the Authority's Member Governments hosting these satellite offices if Town Facilities are being utilized.
5. The Authority agrees on behalf of the Town to bill to any Authority customers any solid waste fees which such customers may also owe the Town. The Authority will collect such fees in the routine course and remit all payments to the Town. The Authority shall not be responsible for bringing any legal action or taking any extraordinary steps to collect amounts due the Town, other than billing for such charges and remitting any collections to the Town. All claims on account of the Authority billing for and collecting sewer and solid waste fees on behalf of the Town shall be made against the Town, and shall be the sole liability of the Town.
6. The Town and the Authority, in the performance of this Agreement, will be acting in an individual capacity and not as the employee, partner, joint venture, agent or associate of one another, except as may be expressly otherwise provided herein.
7. This Agreement may be modified only by a written agreement executed by both parties hereto.
8. This Agreement is not assignable by either party, by operation of law or otherwise.
9. This Agreement sets forth the entire agreement between the Authority and the Town and supersedes any and all other agreements on this subject between the parties.
10. In the event of any noncompliance of any term or terms of this Agreement by the Town, the Authority may, at its sole option, declare the Town in default and immediately terminate this Agreement.
11. The laws of the State of North Carolina shall control and govern this Agreement.
12. Any claims, disputes, or other controversies arising out of, and between parties to this Agreement which may ensue shall be subject to and decided by the appropriate division of the General Court of Justice in Onslow County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives pursuant to the resolutions of their respective governing bodies, have caused this instrument to be executed as of the day and year first above written.

ONslow WATER & SEWER AUTHORITY

By: _____
(PRINT NAME/TITLE)

(SIGNATURE)

ATTEST:

ONWASA Clerk to the Board

TOWN OF RICHLANDS

By: _____
(PRINT NAME/TITLE)

(SIGNATURE)

ATTEST:

Town Clerk

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

Chief Financial Officer

Exhibit A

DUTIES

- Collection of payments from customers
- Post payments to customers' accounts
- Process payments received in drop box
- Balance cash and make bank deposit daily
- Process applications for service at existing properties which includes collecting deposit and associated fees
- Process payments for reconnection of service terminated for non-payment and generate adjustment journal
- Generate service orders for termination of service requested by customer

**TOWN OF RICHLANDS
BOARD OF ALDERMEN**



Agenda Item
F2

Meeting Date:
9-Jun-26

Presenter:
Town Administrator

ITEM TO BE CONSIDERED

Title:
GFL Solid Waste Agreement

Brief Summary:
Staff did a RFP for solid waste/recyclables pickup as our current contract expired on June 30, 2026. GFL was the low bidder on the proposal and has submitted a contract effective July 1, 2026 for Board approval. The contract is very similar to the current year's contract.

If the Board approves of the agenda item as presented, the following motion(s) is (are) suggested:

Approve the contract as presented

BACKGROUND

<p>Originating Department Administration</p> <hr/> <p>Staff Contact: Town Administrator</p> <hr/>	<p>Attachments:</p> <p>1 Contract _____</p> <p>2 Bid Tabulation _____</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p>
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REVIEWED BY

<p>Town Administrator _____ X</p> <p>Clerk to the Board _____</p>	<p>Attorney _____</p> <p>Finance Officer _____</p>
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ACTION TAKEN

Motion by: _____ Carried: _____

Second by: _____ Ayes: _____ Nays: _____

**2026 Solid Waste RFP
Bid Tabulation**


Company Name: Town of Richlands
Project Name: Solid Waste Contract
Location: Town of Richlands
Bid Date: 5/22/2026

	<u>Company</u>	<u>Garbage Per Cart</u>	<u>Recycle Per Cart</u>	<u>Total</u>
GFL		\$7.25	\$2.28	\$9.53
East Coast Consolidated LLC		\$10.50	\$8.00	\$18.50
910 Sanitation		\$11.00	\$3.00	\$14.00
Tons of Trash (Did not receive on time, received on 5/26/26.		\$0.00	\$0.00	\$0.00

Attendees

Norma Yanez
 Daniel Berry
 Kenneth Creighton
 Mike Smith
 GFL
 GFL
 GFL
 East Coast Consolidated

Johnathan Jarman
 Johnathan Jarman


Chris Roberson

**CURBSIDE WASTE and RECYCLING
COLLECTION
CONTRACT**

Between

**TOWN of RICHLANDS
and**

Waste Industries LLC dba GFL Environmental

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
AGREEMENT**

THIS COLLECTION AND DISPOSAL AGREEMENT, hereinafter “Contract”, is entered into effective as of the 1st day of July, 2026 by and between Town of Richlands, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter “Town”, and **WASTE INDUSTRIES LLC DBA GFL ENVIRONMENTAL**, a corporation with its principal office in Raleigh, North Carolina, organized and existing under the laws of the State of North Carolina, hereinafter “Contractor”.

WITNESSETH:

WHEREAS, the Town desired to ensure the economical and environmentally sound collection and disposal of residential solid waste and collection and processing of recyclables and,

WHEREAS, the governing authority of the Town has the power to negotiate and enter into service contracts and extensions of contracts for the handling and disposal of such solid waste and recyclables.

NOW, THEREFORE, in consideration of these premises, the parties hereby agree.

SECTION 1. DEFINITIONS

The following terms shall, for the purpose of these specifications and the contract, have the meaning indicated as follows:

- 1.1 Municipal Solid Waste (MSW) shall mean any solid waste, putrescible animal and plant material resulting from the handling, preparation, processing, consumption of food, including animal and vegetable matter with a minimum amount of liquid necessarily incident there to (garbage) and other non-putrescible waste materials (refuse) resulting and generating from the day to day operation of a service location which may be disposed of in a sanitary landfill. MSW does not include special waste, excluded waste, yard waste, C&D waste, hazardous waste, sludge, mining, agricultural, infectious or medical waste except matter included in any other definition.
- 1.2 Bulky Waste shall mean household furniture, mattresses, bedding, plumbing fixture, ceramics and cardboard.
- 1.3 Construction or Demolition Debris (C&D) shall mean solid waste that is the direct by product of construction, remodeling, repair or demolition operations performed by the resident or owner on buildings or other structures.

- 1.4 Hazardous Waste shall mean all materials or substances defined or characterized as hazardous waste by the United States Environmental Protection Agency, the North Carolina Department of Environment, Health and Natural Resources, or any other agency pursuant to any Environmental Law and all current and future amendments thereto, and all regulation promulgated there under.
 - 1.5 Special Waste shall mean any waste which requires special or exceptional handling or requires approval from Department of Health and Natural Resources (DEHNR) for disposal, including without limitation any materials other than that which is typically found in household, commercial or municipal refuse; industrial waste; medical waste; ashes; sludge; residue from incineration; tires and asbestos. This term excludes nuclear and hazardous waste.
 - 1.6 Excluded Waste shall mean any waste excluded by any applicable Environmental Law or Excluded by any of the terms and conditions of any permits, licenses or approvals. This term shall also include such other waste material (excluding solid waste) which poses an unreasonable risk or danger to the operation of safety of the Company or the environment due to the chemical or physical characteristics of such waste.
 - 1.7 Septage shall mean solid waste that is a fluid mixture of untreated and partially treated sewage solids, liquids and sludge of human or domestic origin.
 - 1.8 Infectious Waste shall mean solid waste capable of producing an infectious disease. The types of waste designated as infectious are: microbiological waste, pathological waste, blood products and sharps.
 - 1.9 Sludge shall mean any solid, semi-solid or liquid waste generated from a municipal, commercial, institutional or industrial waste-water treatment plant, water supply treatment plant or air pollution control facility, or any other waste having similar characteristics and effects.
 - 1.10 Medical Waste shall mean any solid waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include hazardous waste as defined in 40 Code of Federal Regulations 261.4.
 - 1.11 Solid Waste Disposal Facility shall mean and include a depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing or separation centers licensed, permitted, or approved to receive for processing or final disposal of refuse, municipal solid waste, garbage, yard waste or construction and demolition debris.
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- 1.12 DEHNR shall mean the Department of Environment Health and Natural Resources or any successor department or agency performing the same or similar duties for the State of North Carolina.
- 1.13 Environmental Law shall mean any federal, state, county, or local statute, law, regulation, rule, ordinance, code, directive, policy, license or permit, or any agreement imposing liability or standards of conduct or responsibility concerning or otherwise relating to environmental or health and safety matters, as amended from time to time and all as now or at any time hereafter may be in effect.
- 1.14 Public Street shall mean one which is open to and used by the public.
- 1.15 Curbside shall mean that six (6) feet portion of the right of way immediately adjacent to the paved or traveled roadway of a public street and on private roadways set aside for public use and delivery of services.
- 1.16 Yard Waste shall mean vegetative matter resulting from a resident's normal landscaping maintenance of service locations, such as leaves, grass, trimmings, twigs, shrubbery, plant bedding, limbs, etc..
- 1.17 White Goods shall mean inoperative or discarded refrigerators, ranges, water heaters, freezers, washers, dryers and other similar domestic appliances or parts thereof resulting from the normal maintenance of a service location.
- 1.18 Roll Out Cart(s) shall mean containers of ninety-five (95) gallon capacity made of plastic or similar materials to be used for the purpose of the residents' storing MSW and/or recyclables for collection.
- 1.19 Service location shall mean a single family dwelling or residence.
- 1.20 Recyclable Materials shall mean aluminum and bi-metal beverage cans; clear, green or brown glass bottles and food jars; plastic containers with a neck (does not include motor oil or pesticide); newsprint and inserts; Mixed paper (copy paper, notebook paper, office & computer paper, junk mail, shoe, soap and cereal boxes); magazines (slick, shiny pages not over ¼ inch thick) and as may be amended from time to time

Section 2 Collection Services – General

- 2.1 Contractor will provide special collection to elderly, injured, ill or handicapped residents receiving Town provided Residential Curbside Trash Collection Service that are incapable of placing trash curbside. Such residents shall be identified and approved by Town and qualifications for such special collection shall be determined by a written Doctors authorization. Town shall maintain and provide the Contractor with a list of addresses for these qualified residents for special service monthly. Such collection of the

MSW and recyclables will be from the side door or front door of the residence closest to the street nearest to the residence and passable as detailed in 2.4 below. Contractor shall not charge resident for any additional cost for this service but may request Town to reevaluate the request at an address where evidence of abuse of this special collection may exist.

- 2.2 Any spillage caused by the Contractor during the emptying of the roll out carts shall be immediately cleaned up. All materials hauled in the Contractor's equipment shall be contained so that leaking, spilling or blowing is prevented.
- 2.3 Contractor is not required to provide collection to any public street that is not safely passable by the Contractor's equipment. Contractor shall notify Town of the limitations and impassability of Contractor's equipment on such streets so items for collection can be relocated and placed where practicable for collection.
- 2.4 The Town and Contractor shall establish the regular weekly service day schedule (Thursdays) for collection. Changes to collection hours and regular weekly service day(s) will be upon the mutual agreement of Town and the Contractor when a reasonable change is necessary to improve efficiencies, adjust for growth or due to unforeseen circumstances.
- 2.6 Except as provided in Section 2.1 and 2.3 above, roll out carts for curbside collection service shall be placed curbside on public streets and public roadways within the Town's limits by the residents.
- 2.7 Contractor shall not collect C & D waste, bulky waste, white goods, hazardous waste, special waste, excluded waste, Septage, infectious waste, sludge, inert debris, land clearing debris, medical waste, animal offal, highly flammable substances, liquid waste, explosives, material needing special handling to protect the health of the Contractor's employees, the public or the environment or material prohibited to be disposed of at a solid Waste Disposal Facility. Contractor shall not be obligated to collect MSW from a service location in which such waste is discovered mixed with other waste material. The Contractor shall tag the roll out cart and provide Town with the address of the identified service location not collected resulting from said discovery.
- 2.8 The Contractor agrees to provide, at its expense, ninety-five (95) gallon roll out carts for MSW and recycling collection services to approved service location and provide routine repairs and maintenance to said carts. Carts remain property of Contractor.
- 2.9 Contractor shall provide Town with Recycling Information and calendars showing the dates recycling will be serviced. Any printed material must be approved by Town. Any printed material approved by Town will be distributed at Town Hall at Contractor's expense.

Section 3: Residential Curbside Collection of MSW and Recyclables

- 3.1 The Contractor will provide to approved residential and Commercial service locations within the Town, one (1) time per week curbside collection (Thursdays) of the MSW placed by the residents into their Contractor provided MSW carts. The Contractor will be required to remove trash that is inside the cart. The Contractor will provide a bi-weekly collection of recyclable materials (Thursdays) from same Town approved residential and Commercial service locations. Spillage resulting from trash and recyclables not contained in carts shall not be the responsibility of the Contractor.
- 3.2 On a case-by-case basis, such as a resident moving in or out, the Town will require the extra pickup of the excess garbage (not to exceed 10 bags). The resident must contact Town Hall to schedule pick-up. The Town will notify Contractor of such address and will allow Contractor to pick up excess garbage on the next scheduled pick-up day.
- 3.3 Contractor will provide and maintain a minimum of ten (10) trash and ten (10) recycle carts to the Town to keep on hand for delivery to new customers. When a new customer sets up service, the Town will deliver carts to the customer on behalf of the Contractor. Town will notify Contractor of address and number of carts provided to the customer.
- 3.4 Normal hours of collection are 6am to 8pm. Exceptions will approved by Town to complete collection of a route due to unusual circumstances.

Section 4: Insurance and Indemnity

- 4.1 Insurance: The Contractor shall at all times during the term of this Contract and any renewals thereof, maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Contractor agrees to furnish Town certificates of other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain a provision that the policies will not be canceled without providing Town at least thirty days (30) written notice.

Commercial General Liability – Each Occurrence:

General Aggregate	\$ 1,000,000
Product – Comp./Op. Aggregate	\$ 1,000,000
Personal & Adv. Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 100,000
Medical Expense (Any One Person)	\$ 5,000

Automobile Liability – Any Auto:

Combined Single Unit	\$ 1,000,000
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Excess Liability:	
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000
Workers' Compensation – Statutory Limits:	
Each Accident	\$ 100,000
Disease – Policy Limit	\$ 500,000
Disease – Each Employee	\$ 100,000

Each Certificate of Insurance shall add "Town of Richlands" as an additional insured. All premiums are paid solely by the Contractor.

- 4.2 Indemnification: The Contractor will indemnify and save harmless the Town, and their officers, directors, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, cost, expenses, and attorneys fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and provided, however, that the Contractor will not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this contract for a willful or negligent act or omission of the Town, their officers, agents, servants, and employees.

Section 5: Contractor's Personnel and Equipment

- 5.1 The Contractor agrees that all employees will be required to wear uniforms that display the name of the Contractor. Each employee will carry a valid North Carolina operator's license for the type of vehicle he/she is required to operate. The Contractor will provide operation and safety training of all operational personnel.
- 5.2 The Town shall have no responsibility or liability whatsoever for acts or omissions of the Contractor's personnel nor for the selection, hiring, disciplining, or firing of the Contractor's personnel.
- 5.3 Contractor agrees that its collection trucks and equipment will be properly maintained at all times and will have additional or auxiliary equipment in case of mechanical malfunction.

Section 6: Contract Term and Performance

- 6.1 The term of the Contract will be for a period of five (5) years beginning July 1, 2026 and ending June 30, 2031. The term of this Contract shall extend

for additional terms of two (2) years each upon mutual agreement of both parties. In no event shall the total term of this contract (including all renewals or extensions) extend beyond that allowed by applicable State law.

- 6.2 If either party breaches the Contract or defaults in the performance of any of the covenants or conditions contained within the Contract for fifteen (15) consecutive days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the breaching or defaulting will have diligently commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may; (1) terminate the Contract as of any date which the said other party may select provided said date is at least ten (10) days after the fifteen (15) days in which to cure or commence curing; (2) cure the breach or default at the expense of the breaching or defaulting party; and/or (3) have recourse to any other right or remedy to which it may be entitled by law, including but not limited to the right for all damages or loss suffered as a result of unjustified termination. In the event either party waives default by the other party, such waiver will not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
- 6.3 Attachment A (Town of Richlands Request For Proposals Solid Waste and Recycling Collection Services for Residential and Light Commercial Customers) becomes a part of this agreement. However, with respect to any inconsistencies between the RFP and this agreement, this service agreement controls.

Section 7: Rates

7.1 The Contractor will provide service for the following rates:

\$7.25 per cart per month for MSW (95-gallon cart)

(Rate shall include weekly collection of Contractor provided cart. Town pays disposal fees)

\$ 2.28 per cart per month for Recycling (95 gallon cart)

(Rate shall include bi-weekly collection of Contractor provided carts. Town pays processing fees.)

Section 8: Billing

8.1 The Contractor will bill the Town for services within ten (10) days following the end of the month. The Town will pay the amount billed within 30 days of the date the billing was issued

Section 9: Adjustments of Rates

- 9.1 The Town shall notify the Contractor of any additions or deletions to service locations for collection as a result of new construction, annexation, new request for service, and request for additional service at a location, demolitions and redevelopment. Such notification shall occur from the Town to the Contractor by the last working day of each month and documentation supporting the change shall be provided. Such changes shall increase or decrease the number of carts at service locations above the number used in calculating the monthly compensation paid to the Contractor. Periodically, the Town and Contractor will perform an audit of approved service locations and carts at such approved locations.
- 9.2 The Town and Contractor recognize the Contractor's cost of doing business may change due to governmental regulations beyond their control. Both parties agree to **negotiate adjustments** to the price paid for all services for any of these changes. Such adjustments shall not be unreasonably withheld and shall include but not be limited to: Government taxes, DOT rules, changes in processing rates, etc. Documentation will provided for any of these changes.
- 9.3 The Town and Contractor recognize the normal volume of solid waste to be collected by the Contractor changes temporarily as a result of a natural disaster or other acts of nature such as flooding, hurricanes, ice and wind storms, etc. and may require extra service and work outside of the contract's normal working hours. The Town and Contractor agree to immediately **negotiate changes** to compensation for the Contractor to collect the changed volume of solid waste and/or work outside of the normal working hours associated with should such an event occur. Such changes to compensation shall not be unreasonably withheld.
- 9.4 Beginning July 1, 2027 and July 1 in subsequent years of the term hereof, rates shall be adjusted to reflect increases in the cost of operations as measured by changes in the Cost of Living (CPI-U)- Urban-All Items-Water , Sewer and Trash- Garbage and Trash Collection. CPI-U increases shall be consistent with the most current CPI. However, the CPI increase shall not exceed 5%.

Section 10: Holidays

The Collection services shall be performed year-round, excluding pre-determined holidays and/or closures observed by the Town and/or the Solid Waste Disposal Facility/ Processing Facility, including the days listed below:

- | | | |
|------------------|------------------|-------------|
| New Years Day | Christmas Day | Good Friday |
| Independence Day | Labor Day | |
| Memorial Day | Thanksgiving Day | |

To compensate for the holidays and/or closures should the Contractor not be able to provide collection services, the collection schedule for the Town will be adjusted, depending on what day of the week the holiday and/or closure occurs, so that each service location receives at least a weekly collection of MSW. Services will return to the normal work schedules the following week. The Contractor will give the Town notice of the revised collection schedule.

Section 11: Notices

All notices or other communications to be given hereunder will be in writing and will be deemed given when mailed postage prepaid by certified or registered mail, return receipt requested, through the United States Postal Service addressed to the Town, or addressed to the Contractor at the addresses given following their respective executions of this Contract. Changes of address by either party will be by notice given to the other in the same manner as above specified.

Section 12: Licenses and Taxes

The Contractor will obtain all licenses and permits (other than the license and permit granted by the Contract).

Section 13: Force Majeure

- 13.1 In the event the Contractor or the Town is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of their obligations under this Contract, then, in addition to the other remedies provided in this Contract, the obligations of the Contractor or the Town may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that the Contractor or the Town intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, the Contractor or the Town shall notify the other party to this Contract as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.
- 13.2 For purposes of this Contract, "Force Majeure" means any act, event or condition that is beyond the reasonable control of the Contractor or Town's, including, without limitation: (i) an act of God or similar occurrence; (ii) substantial interference by third parties which significantly inhibits or prevents any Solid Waste, transfer or disposal operations or any other duties of the Contractor or the Town hereunder; (iii) an act of public enemy, war,

blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (iv) a strike, work slowdown, or similar industrial or labor action; (v) any order or judgment or other act of any federal, state, county, or local court, administrative agency or governmental office or body, including, without limitation, such an order or judgment which limits the duration of this Contract to less than the term as set forth in Section 1 of this Contract or which stays, invalidates, or otherwise inhibits the performance of the parties hereunder; (vi) the adoption or change (including a change in interpretation or enforcement) of any federal, state, Town or local law, rule, permit, regulation or ordinance after the effective date hereof, applicable to the Town, the Contractor or the parties' subcontractors, significantly adversely affecting the parties' obligations hereunder; (vii) the institution of a legal or administrative action, or similar proceeding, by any person, firm, corporation, agency or other entity which delays or prevents any material aspect of performance of the parties hereunder; or (viii) either party is for any reason (other than any reason resulting from their own negligent or willful act or omission) delayed or barred by governmental or judicial action from collecting all or any part of the fees to be paid under this Contract, as may be from time to time adjusted.

Section 14: Grant or Right

During the term of this Contract and during any authorized extension or renewal, the Contractor will be the only person(s) or organization(s) authorized by the Town to provide residential solid waste collection services within the limits of the Town and paid for by the Town. Other than operation of law, no assignment of the Contract or any right accruing under the Contract will be made in whole or in part by the Contractor without express written consent of the Town, which consent may be withheld in the sole discretion of the Town. In the event to an assignment, the assignee will assume the liability of the Contractor.

(Signatures on next page)

Section 16: Modifications to Contract

This Contract will be modified, amended or changed only in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, this Contract has been signed in triplicate and sealed by the respective parties hereto.

TOWN OF RICHLANDS

By: _____

Title: _____

Attest

By: _____

Title: _____

**WASTE INDUSTRIES LLC DBA
GFL ENVIRONMENTAL**

By: _____
Crystal Slone, Regional VP

Attest

By: _____

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

Signature of Finance Officer

ATTACHMENT A

TOWN OF RICHLANDS

NORTH CAROLINA



(910) 324-3301
(910) 324-2324 fax

Mailing Address
P.O. Box 245
Richlands, N.C. 28574

**TOWN OF RICHLANDS
REQUEST FOR PROPOSALS
SOLID WASTE AND RECYCLING COLLECTION SERVICES FOR
RESIDENTIAL AND LIGHT COMMERCIAL CUSTOMERS**

**Point of Contact:
Chris Roberson, Town Administrator**

**Email: administrator@richlandsc.gov
Office: 910-324-3301
Fax: 910-324-2324**

DEADLINE FOR SUBMISSION OF PROPOSALS:

Monday, May 25, 2026, by 2:00 PM

**TOWN OF RICHLANDS
REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION AND RECYCLING SERVICES FOR
RESIDENTIAL AND LIGHT COMMERCIAL CUSTOMERS**

I. REQUEST FOR PROPOSALS

A. Request

The Town of Richlands, North Carolina ("Town") is seeking proposals from qualified firms to provide weekly collection (52 collections annually) of residential and light commercial solid waste utilizing ninety-six (96) gallon roll-out containers and bi-weekly collection (26 collections annually) of residential and light commercial recyclables utilizing ninety-six (96) gallon roll-out containers. The service area will only be in the incorporated areas of the Town of Richlands. The provider will not collect items such as yard waste, bulk items, appliances, construction debris or hazardous materials.

The Town currently utilizes provider owned containers for collection of refuse and recyclables. The Provider will be required to provide each customer with a container for collection purposes. The maximum number of refuse/recycle carts for any address must not exceed (3) three.

Currently, the Town serves approximately 964 residential and light commercial customers with a total of 1076 garbage carts and 1021 recycling carts operating under a mandatory solid waste collection system.

Respondents ("Proposers") to this Request for Proposals ("RFP") shall submit to the Town of Richlands a proposal, which will address the various components as set forth in this RFP. The proposal shall serve as a "fee proposal," and the Town may select a proposer to negotiate with and attempt to reach a final agreement ("Contract") or reject all proposals and re-start the RFP process. The Town is not obligated to enter a Contract with any proposer, and if negotiations are not successful with the first proposer selected by the Town, the Town may then select another proposer and initiate negotiations with that proposer. If the Town and a proposer agree on a Contract, the proposer will then be deemed the provider.

B. Questions

All questions regarding this RFP, the services identified herein, or any request for additional data or information must be sent to Chris Roberson, Town Administrator, via email to administrator@richlandsc.gov. All questions will be answered in the form of an RFP Addenda, which will be distributed to all proposers.

C. Submission of Proposal

To receive consideration, the proposal shall be submitted to the Town of Richlands **no later than 2:00 P.M., Monday, May 25, 2026**, at which time all proposals will be publicly opened and distributed to Town personnel for evaluation. The outside of the sealed envelope shall be marked **Solid Waste Collection and Recycling Services RFP**. Late submissions will not be considered.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of proposals or authorized postponement thereof.

Proposals must be valid for ninety (90) days following the opening date.

II. SUMMARY

The intent of the RFP is to provide mandatory weekly curbside solid waste collection services and bi-weekly recycling collection for all residential and light commercial units with an exclusive provider performing all the collection services.

Proposals based on this RFP will be the basis to enter negotiations for residential and light commercial solid waste and recycling collection, transportation, and disposal services.

III. TERM OF CONTRACT

- A. It is the Town's intent to enter a single, exclusive Contract with a selected Provider to provide collection, transportation, and disposal of residential and light commercial solid waste, as defined in this RFP. The Town will enter a Contract with a Provider the Town determines to be in the best interest of the Town. The contract will be effective July 1, 2026.
- B. The fee proposal, as submitted by the Proposer, shall serve as the basis from which negotiations will commence. These negotiations, if required, will determine the final unit price under the Contract.
- C. The Contract shall commence upon the date of execution by both parties and extend for an initial period of five (5) years ("Initial Term"). The Contract shall be renewable for successive two (2) year terms (each a "Renewal Term") upon the mutual agreement of both parties. The Town and the selected Provider shall re-confirm or re-negotiate the unit rates prior to any Contract renewal. Any amendment or modification of the Contract shall be null and void, unless it is contained in writing signed by both parties.

IV. PROPOSAL FORMAT

The proposal shall include the following:

A. Letter of Transmittal

The letter of transmittal accompanying any proposal shall be addressed to:

Town of Richlands
PO Box 245
302 South Wilmington St
Richlands, NC 28574

Attn: Chris Roberson, Town Administrator and must, at a minimum, contain the following:

1. Identification of the Proposer, including name, address, telephone number, fax number, and e-mail address.
2. Location of office from which service will be provided, including hours of operation.
3. The signature of an officer of the Proposer authorized to bind the Proposer.

B. Responsiveness to Town's Request

The proposal shall include the Provider's detailed concept for the provision of all services identified herein.

C. Provider's Experience

The proposal must include a demonstration of the Provider's knowledge and experience related to the types of services identified in this RFP. This should include a list of similar projects and a description of the Provider's general organization and names of key personnel, indicating the depth and quality of experience of such personnel.

A minimum of three references shall be provided, which shall include the following: (1) identification of each reference, (2) contact person of the reference, and (3) the reference's mailing address and telephone number. All references shall be from similar projects done by the personnel to be involved in providing service under this RFP.

D. Competency of Contractor

The town will require submission with the Proposal, supporting data regarding the qualifications of the Provider in order to determine whether they are a qualified, responsible Provider. The Provider will be required to furnish the following information:

- (a) An itemized list of the Provider's equipment available for use under the Contract.

- (b) Evidence that the Provider is in good standing under the laws of the State of North Carolina, and in the case of corporations organized under the laws of any other State.
- (c) Evidence that the Provider is licensed to do business and in good standing under the laws of the State of North Carolina or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) Evidence that Provider has been in existence for at least two (2) years and possesses not less than two (2) years actual operating experience in refuse collection and disposal, and recyclables collection and processing.
- (e) Evidence that the Provider is capable of commencing performance as required in the Contract Documents. Evidence should include a number of customers the contractor currently serves, including the contact information of the person managing the account.
- (f) Evidence that Provider possesses the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (g) Such additional information as will satisfy the town that the Provider is adequately prepared to fulfill the Contract.

E. Project Team

The Proposal shall include the identification and organization of the team proposed to be assigned to this Contract, including responsibility of key personnel, with an emphasis on experience on similar projects.

F. Subcontractors

No subcontractors shall be used to fulfill the contract.

G. Exceptions to this Request for Proposals

Any changes from the provisions of this RFP that are desired by the Proposer shall be specifically noted in the proposal submitted.

H. Conflict of Interest Information

Information on possible conflicts of interest shall be provided in the proposal. Such information will be considered in making a decision on the selection of the Provider to perform the services. Should a conflict of interest arise during preparations for or while undertaking these services, the Provider shall immediately advise the Town of such conflict.

I. Fee Proposal

The fee proposal (Attachment A) shall be completed. The proposal must include all fees or charges that may be levied to the Town in connection with the collection of residential and light commercial solid waste and recyclables. The fee proposal shall then become the basis from which the negotiations will commence. The Town's selection of a Provider shall be based upon a qualifications-based analysis in general conformance with the evaluation criteria.

J. Executive Summary

All proposals shall include a brief overview of the entire proposal and highlights of the key aspects of the proposal. Please include operation plan which includes transition of services, items to be recycled, service days, etc. In the executive summary, please confirm the receipt of any RFP addenda received and considered during the development of your proposal.

V. PROCESSING OF PROPOSALS

A. Rejection of Proposals

The Town of Richlands reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) the Town determines in its sole judgment, to be in the best interests of the Town.

B. Selection of Provider

1. Qualifications

The Provider shall be a single firm and must show evidence of its technical capability in the services identified in this RFP. The Provider shall also be knowledgeable concerning all applicable federal, state, and local laws, regulations, and ordinances. Work shall be done in conformance with current professional practices in the State of North Carolina.

2. Criterion for Selection of Provider to Negotiate an Agreement

The Town will analyze the following criterion in selecting a Provider:

1. Unit Cost.
2. Experience with related programs.
3. References and financial stability.
4. Completeness of the proposal.
5. Ability to meet expected start-up date of the program.

C. Town Not Liable for Any Pre-contractual Expenses

In no event shall the Town be liable for any expenses incurred in the preparation of a Provider's proposal or any other expenses incurred prior to execution of a Contract by both parties. Pre-contractual expenses include, but are not limited to, the following:

1. Expenses related to preparing and submitting a proposal to the Town.
2. Expenses related to negotiations with the Town, including without limitation negotiation regarding any mailer related to the contract terms, professional fees, and schedule.
3. Any other expenses incurred by the Provider prior to entering into a Contract with the Town.

D. Notification of Successful Proposer

Proposer shall be notified as soon as possible following approval by the Town Board of Alderman.

E. Liquidated Damages for Failure to Enter into Contract

The Contract shall be deemed as having been awarded when formal notice of award has been mailed by the town to the provider.

The provider may submit their contract form, so long as it contains all of the requirements of this RFP, and all requirements of the town necessary for solid waste service in the town. The town may submit its own contract form in the event the proposed form from the contractor is not suitable to the town.

The provider to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the town and the selected provider and to furnish documents, all as required. In case of the refusal or failure to do so within twenty (20) days after the receipt of formal notice of award, provider will be considered to have abandoned all his rights and interests in the award and the award may then be made to the next best qualified provider or the work re-advertised for Proposals as the town may elect.

F. Evidence of Insurance

The selected Provider must provide a Certificate of Insurance confirming the minimum coverage and requirements noted below. Proof of this coverage must be included as part of bid package. The Provider shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations are performed by the Proposer itself, or by anyone directly or indirectly employed by them, and the amounts of such insurance must meet or exceed the following amounts:

- (1) Public Liability Insurance in an amount of \$1,000,000 for Bodily Injury/Property.
- (2) Damage to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000 Total Policy Limit or Aggregate.
- (3) Automobile Liability in the amount of \$1,000,000.
- (4) Overall Umbrella liability in the amount of \$2,000,000.
- (5) The Proposer shall provide and maintain during the life of this Contract Worker's Compensation Insurance for all employees employed at the various sites connected with this contract as required by North Carolina law.

The Proposer shall furnish such additional special insurance as may be required by the General Statutes of North Carolina for the services provided. All insurance premiums shall be paid solely by the Proposer. Each Certificate of Insurance shall add "Town of Richlands, N.C." as an additional insured on the liability policies. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount, or coverage eliminated without thirty (30) days' written notice of such alteration or cancellation to the Town, sent by registered mail or overnight commercial courier with delivery confirmation.

VI. Operations - Location and Frequency of Collection

A. Necessary Equipment

1. Provider, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect, transport and dispose of garbage from accounts serviced by Provider in accordance with this Contract. Collection equipment shall not be allowed to leak nor scatter any waste within the limits of the town nor while enroute to the disposal site, where such accumulation shall be dumped.

2. Provider shall provide an adequate number of vehicles to collect solid waste in accordance with the Contract. The vehicles shall be licensed in the State of North Carolina and shall be operated in compliance with all applicable state, federal, and local laws, regulations, and ordinances. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's specifications. Each vehicle shall bear, at a minimum, the name and telephone number of the Provider, which shall be plainly visible on both sides of the vehicle.

3. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and present a well-kept appearance.

4. Due to street size variations in town, the Provider will need to provide equipment that will accommodate such public streets and alleys. Provider shall, hand clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public and/or private property resulting from its collection activities by end of the next business day after receiving a complaint of such spillage or leak.

B. Containers Repair and Maintenance

1. The provider will provide all customers with a 96-gallon roll-out cart for garbage collection and a 96-gallon roll-out cart for recycling collection. The carts will be at no additional cost to the town or customers. All equipment will bear the hot-stamped name and logo of the contractor. All garbage and recycling collection equipment will be maintained in good repair and appearance. All containers will remain the property of the provider.

2. The Provider shall properly maintain all Provider-owned collection equipment, vehicles, and roll-out carts and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment shall be replaced with equipment in proper operating condition.

3. The Provider will perform all maintenance and repairs at its own expense on Provider-provided roll-out carts and equipment in order to keep such in proper operating condition. The Provider shall maintain, repair, or replace a roll-out cart upon the reasonable request of the Town. The Provider is entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of third parties, and the Town shall not be liable for any damages or expenses related thereto.

4. The Town shall have the right to inspect all vehicles, equipment, and roll-out carts used by the Provider in carrying out the requirements of this RFP. Provider shall promptly correct all violations of any Town ordinances or state or federal laws.

C. Delivery of Carts to New Customers

The provider shall provide and maintain at a minimum ten (10) roll-out carts and ten (10) recycle carts to the town to keep on hand for delivery to new customers. When a new customer sets up service, the town will deliver carts to the customer on behalf of the provider. The town will notify provider of the address and number of carts provided to the customer.

D. Notices to Customers

The Provider shall cooperate with the Town to inform all residents and customers about relevant complaint procedures, collection regulations, days and hours of scheduled collection service, and any other relevant notices. In addition, the Provider shall provide the Town with any information the Town requests.

E. Residential and Light Commercial Collection

All residential and light commercial collections made by the Provider other than a physically disabled resident shall be made at curbside from the streets, except where special circumstances warrant otherwise, which must be approved by the Town.

F. Back Door Service

Physically disabled persons may request in writing to receive service whereby their garbage and recycling containers (roll-out carts) are moved by the Provider from a convenient location to the curbside for pickup. Back door service will be determined or verified by a physician's affidavit stating that all residents of a home are physically restricted from being able to manage a cart to the street. Currently, there are approximately (24) back door service account holders. Providers shall not charge the town more for backdoor service than for curb side service. The Town will furnish the Provider with a list of all physically disabled residents requiring this service.

G. Collection Frequency

The collection of solid waste from all residential and light commercial units shall be conducted once each week (52 collections annually) on **Thursday** and recycling from all residential units and light commercial units shall be conducted bi-weekly (26 collections annually) on **Thursday** or a schedule established by the Town.

- a) If the scheduled collection day falls on a holiday as defined in agreement, then collection shall be provided the next day (**Friday**)
- b) The provider will be required to pick up refuse generated at each location, provided material is placed in an approved 96-gallon roll-out cart provided by the provider. Refuse placed outside the container or in a container not provided by provider, shall not be collected.
- c) The provider will be required to pick up all approved, comingled, recyclable material generated at each location, provided material is placed in an approved 96-gallon roll-out cart using a single stream method.
- d) The provider will not collect non-recyclable materials if they are placed in the 96-gallon recycling carts provided for recycling. Recyclables placed outside the container or in a container not provided by provider, shall not be collected.
- e) In the event that garbage or recyclables are placed outside the container or in a container not provided by provider or non-recyclable materials are placed in the container, the provider will leave the materials along with a notice to the residents. The provider will provide the town on a weekly basis with a list of tagged carts.

H. Excess Garbage Collection

On a case-by-case basis, such as a resident moving in or moving out of a residence, the town will allow the pickup of excess garbage as defined in RFP. The customer must contact town hall to schedule pickup. The town will notify the provider of such address and will allow the provider to pick up excess garbage on the next scheduled pickup day.

Recycling Material To Be Collected

Materials accepted by Sonoco Recycling shall be collected for recycling. The following materials shall be included in the recycling program:

- Newsprint
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass
- Plastics
- Cardboard
- Materials may be added or deleted by mutual consent of the town and the provider.

I. Dumpster Service for Recycling

Provider shall provide the town at no additional cost, (1) 8 cubic yard, top covered dumpster located at Richlands Town Hall for cardboard recycling. Town shall be responsible for disposal fees.

J. Recycling Educational and Promotional Programs

The provider, as a part of its proposal, shall describe the outreach, educational and promotional programs if any, for recycling that will be provided to the town at the provider's expense. Provider shall include samples of promotional and educational materials and detail any additional offered provider sponsored events. Provider shall provide the town, a calendar showing dates that recyclables will be collected. Any printed materials approved by the town will be provided for distribution at town hall at the provider's expense.

K. Dumpster Service for Special Events

Provider shall provide the Town at no additional cost, roll off dumpsters or covered dumpster services for special events sponsored by the Town of Richlands. The Town shall be responsible for disposal fees.

L. Hours of Collection

Normal hours of solid waste and recycling collection shall be as specified below. Exceptions will be approved by the Town only when necessary to complete collection of a route due to unusual circumstances.

Collection of solid waste and recycling shall begin no earlier than 6:00 A.M. and shall generally not extend beyond 8:00 P.M. No collection shall be made on Sunday.

M. Routes of Collection

Provider shall provide the town with a copy of maps indicating the routes used in the collection of waste and recycling from all customers. Collection routes shall be established by the provider and approved by the town. The town has the right to reject and request modification of routes. The town shall provide collection locations.

N. Cart Placement

Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow.

O. Holidays

Pickup days will not be reduced by holidays but may be rescheduled. Provider will provide the town and all customers a holiday schedule. When the regular pick-up falls on a holiday the pick-up shall be made on the following day, unless otherwise authorized by the Town. The town must approve any schedule changes.

The following shall be holidays for purposes of this Contract, herein defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

P. Missed Collections

In the event that a regularly scheduled collection is missed and a complaint is received by either the Town or the Provider, collection of the solid waste or recycling will be required of the Provider within twenty-four (24) hours of receipt of complaint.

In the event of missed pickups due to acts of God, weather, or events outside the control of the Provider, pickup will be made as soon as possible when conditions are safe to continue service.

The provider shall be responsible for maintaining a log of complaints, and provide the town on a weekly basis, with copies of all complaints indicating the date and time of the

complaint, nature of the complaint, address of complaint and the manner and timing of its resolution.

Once provider has finished routes for collection of solid waste each week and before leaving town, provider must check with town hall to make sure the town has not received complaints for missed collections.

Q. Spillage:

The Provider shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Provider. Provider will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall report the location of such conditions to the town so that proper notice can be given to the customer at the premises to properly contain refuse. Should such spillage continue to occur, the town shall require the customer to increase the number of roll-out carts.

R. Protection from Scattering:

Each vehicle shall be fully enclosed to prevent leakage, blowing or scattering of refuse onto public or private property. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Provider's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

S. Processing Facilities

All solid waste hauled by the Provider shall be disposed of at a facility permitted to accept said waste and approved by the Town.

The Town currently disposes of its waste at the following location:

Onslow County Landfill
415 Meadowview Road
Jacksonville NC 28540.

The Town currently disposes of its recyclables at the following location:

Sonoco Recycling
417 Meadowview Road
Jacksonville NC 28540.

Provider may propose alternative disposal sites; however, the final disposal facility will be negotiated between the Provider and Town.

T. Reporting Requirements

Provider shall provide the town with monthly reports at the end of each month. Reports shall include disposal tickets from landfill with tonnage and disposal cost of materials collected. Contractors must also provide the town with monthly recycling reports including disposal tickets with tonnage and number of carts serviced each pickup.

VIII. Billing and Customer Service

A. Customer Billing

The town shall be responsible for billing and collecting fees from all customers for collection, transportation and disposal of solid waste.

B. Disposal Fees

The town shall be responsible for disposal fees for garbage and recycling. Provider must provide the town with a copy of all disposal tickets.

C. Provider Invoices

The Provider will bill the Town for residential and light commercial pickup on a monthly basis. The Town shall make payment of the full amount due under the invoice within thirty (30) days of receipt of an invoice. The initial customer count shall serve as the basis for calculating the invoice for the first month of service under the Contract. The Town shall maintain a list of addresses that have been provided roll-out carts for service. This information will be provided to the contractor on a monthly basis. The Provider shall verify the information and use the agreed upon monthly total at the time of the invoice as the basis for calculating the amount the Town owes the Provider under the Contract. The Town and Provider shall cooperate in providing the necessary information and billing on a timely basis so that payment may be made.

D. Complaint Procedure/Process

The Provider shall employ personnel to answer and respond to all complaints from the public concerning the Provider's service. Provider shall equip the office with a telephone system providing a local phone number that shall include an automatic telephone answering device or service for receiving complaints from the public during non-business hours. All complaints shall be promptly investigated within one (1) business day of receipt and resolved as quickly as feasible. When a complaint is received on the day preceding a holiday, it shall be responded to no later than the following business day. Provider shall have available at all time's competent personnel who shall have authority to represent the Provider

IX. Definitions

1.00 Annexed Area: Refers to any area contiguous to the contract area that is added to the boundaries of the Town of Richlands by any method of annexation.

1.01 Back door service: Service provided to any resident that has a disability that prohibits them from placing roll-out cart's curbside.

1.02 Bulky Wastes: Large items of solid waste, such as furniture, appliances, parts of appliances, white goods or other items, either too large or too heavy to be safely and conveniently loaded in roll-out carts or transportation vehicles by solid waste collectors with the equipment available therefor.

1.03 Light Commercial and Industrial Customer: All retail or light commercial types of business which utilizing less than (3) 96-gallon roll-out containers for the placement of solid waste for collection by provider.

1.04 Construction and demolition waste: Discarded or unused construction materials resulting from the construction, demolition, reconstruction, remodeling and repair of houses, commercial buildings, and other structures. Such waste shall include, but not be limited to, excavated earth, stones, brick, plaster, lumber, concrete shingles, insulation, stumps, trees, brush, fixtures, and waste parts generated by installation and replacements of structures and facilities, or from land clearing activities. Waste building materials resulting from construction, remodeling, repair, or demolition operations.

1.05 Provider: Such private firm designated by the town for the collection, transportation, and disposal of solid waste and recyclable materials collection and processing.

1.06 Contract Area: Refers to the incorporated area(s) of the town, including any annexed areas, within which services will be provided by the provider, during the term of the Contract and any extensions, if granted.

1.07 Contract Documents: The Request for Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the town and provider, and Contract signed by provider and town.

1.8 Collection Schedule: Refers to the defined days of collection authorized by the town.

1.9 Curbside: That location, with respect to a residence/ commercial premises, which is most immediately adjacent to a town street or State or Federal highway and accessible by the Provider's equipment.

- 1.10 Customer:** Refers to the recipient of collection services, specifically referring to the Residential, Commercial and Industrial Unit who generates refuse in the contract area.
- 1.11 Disposal Site:** A refuse depository including but not limited to sanitary landfills transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.
- 1.12 Excess Refuse:** Extra refuse placed outside the roll-out cart.
- 1.13 Excess Pickup:** Excess garbage placed outside the roll-out cart (not to exceed 10 bags). Pickup must be scheduled by the town and will be picked up on the regular scheduled collection day.
- 1.14 Fee:** A dollar amount inclusive of all proposer's costs (overhead, insurance, labor, equipment, advertisements, etc.) for a specific service(s).
- 1.15 Hazardous Waste:** Waste or combination of wastes, in any form, which because of its quantity, concentration or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or which poses a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- 1.16 Holidays:** the following federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day
- 1.17 Landfill:** A permitted disposal site for disposing of municipal solid waste used by the provider where trash and garbage are disposed of by burying between layers of earth.
- 1.18 Missed Collection:** Refers to a properly prepared refuse or recycle material not picked up on the scheduled collection day.
- 1.19 Multi-Family Unit:** Individual residential units in a multi-family structure (i.e., apartment or condominium building) which units are not separately owned, but are owned by one common entity, for which refuse collection using roll-out carts, is deemed appropriate.
- 1.20 Premises:** All public and private establishments, including individual residences, all multi-family dwellings, day care facilities, all other buildings.
- 1.21 Proposal:** An offer or statement of price and project description in response to a request for materials or services to be rendered to the town.

1.22 Recyclables: Materials designated by the town to be collected separately from refuse and for diversion from a landfill and conveyed to one or more recyclables processing facility.

1.23 Recycling Services: The collection of recyclables from curbside residential and light commercial/Institutional establishments and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables.

1.24 Refuse: Refers to residential, commercial and industrial refuse and shall mean "municipal solid waste" as defined by North Carolina law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units.

1.25 Request for Proposal (RFP): Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein

1.26 Residential Unit: (a) A free-standing structure constructed for use as a residence by a person or group of persons comprising a family; or (b) a residential unit within a multi-family structure for which refuse collection using roll-out carts is deemed appropriate. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

1.27 Roll-Out Cart: Rolling, plastic refuse containers with a capacity, not to exceed 96 gallons, designed for storage of residential and small business refuse and having a tight-fitting lid capable of preventing entrance into the container by small animals. Containers must be capable of being automatically dumped by the town's collection service for the purpose of curbside collection of refuse.

1.28 Single Stream Collection: Collecting recyclable material commingled, rather than separated, by providing customers with a single container for all recyclable material. This method increases participation as residents do not have to separate recyclable materials; waste is collected separately.

1.29 Solid Waste: Unwanted or discarded waste materials in a solid or semi-solid state, including, but not limited to, garbage, ashes, refuse, rubbish, animal waste, agricultural waste, trash, and yard waste.

(1) ***COMMERCIAL SOLID WASTE***: Solid waste resulting from the operation of any commercial, industrial, institutional, or agricultural establishment and multiple-housing facilities with more than four dwelling units and which cannot be serviced by three or less mobile solid waste containers.

(2) **RESIDENTIAL SOLID WASTE:** Solid waste resulting from the maintenance and operation of dwelling units, excluding multiple-housing facilities with four or more dwelling units which cannot be serviced by three or less mobile solid waste containers. Commercial solid waste which can be serviced by three or less mobile solid waste containers may be treated as **RESIDENTIAL SOLID WASTE**.

1.30 Solid waste collector: Employee of the town or a solid waste collection agency operating under a contract with the town that collects and transports solid waste.

1.31 Street: A public or private way used for public travel.

1.32 Submission Date: Refers to the date and time Proposals for this RFP are due to the town.

1.33 Town: The Town of Richlands.

1.34 Town Employee: An employee of the town subject to its personnel policies

1.35 White Goods: Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.

1.36 Yard Waste: Grass clipping, leaves, tree trimmings, shrubbery trimmings and other yard maintenance waste, which are separated from other Solid Waste.

X. Additional Terms and Conditions

Additional terms and conditions that will become part of the Contract are included in Attachments A, B and C to this RFP.

ATTACHMENT A
Fee Proposal for Solid Waste and Recycling Collection Services

FEE PROPOSAL

Proposed fees must be complete and should include at least collection, transportation, processing fees and containers. Fees not listed in the proposal will not be included in the contract. The fees must be guaranteed for at least twelve (12) months after the Contract execution date.

Residential & Light Commercial Solid Waste Service (96 Gallon Container)

Weekly Collection (52 Collections Annually) of one (1) 96 Gallon Roll-Out Cart for Trash

\$ 7.25 per month

Bi-Weekly Collection (26 Collections Annually) of one (1) 65 Gallon Roll-Out Cart for Recycling

\$ 2.28 per month

\$ 9.53 Total per month

The above rates do not include landfill fees and processing fees per Section VII Billing and Customer Service b Town shall be responsible for disposal fees for garbage and recycling.

Date: May 19, 2026

Company Name: Waste Industries LLC dba GFL Environmental

Address: 427 Roberts Road Newport NC 20570 Attn: Daniel Berry General Manager

Telephone: 252-671-0185 Daniel Berry Cell

Fax:

E-mail: daniel.berry@gflenv.com Website: gflenv.com

Authorized Signature:

Crystal Slone Regional Vice President crystal.slone@gflenv.com

**EXHIBIT B
SPECIFICATIONS AND WARRANTY POLICY
FOR 96 GALLON MOBILE SOLID WASTE CONTAINERS**

Please use the following space for setting forth the specifications - color, size, capacity, manufacturing process, hardware, etc. - and the warranty of the Roll-Out Containers which will be provided with your service. See definition of Roll-Out Containers, in the Contract. Any attachments, pictures, or other documents relating to this exhibit should be marked "Exhibit D". The Town of Richlands reserves the right to examine a sample container.

Color:

Size:

Capacity:

Manufacture:

**ATTACHMENT C
LEGAL TERMS AND CONDITIONS**

Upon award and prior to commencement of Services, the selected Provider must agree to a Contract that contains the following terms and conditions:

A. Contract.

The binding agreement ("Contract") entered into by the Town and selected Proposer shall consist of this RFP, including its Attachments, the proposal submitted by Proposer not inconsistent with the RFP, and all supplemental, general, or special conditions (collectively, the "Contract Documents"). If there is a conflict between the Proposer's proposal and the terms of the RFP and its Attachments, the terms of this RFP, including its Attachments, shall control and be binding and enforceable against the Proposer.

B. Term of Contract.

The initial term of the Contract will be for a period of five (5) years. The parties hereto may, by mutual consent, extend the term of the contract for an additional 2 years.

C. General Indemnity.

The Proposer shall hold and save the Town, its officers, agents, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Proposer in the performance of this Contract that are attributable to the negligence or tortious acts of the Proposer.

D. Termination.

The Town shall have the right to terminate this Contract if the Proposer is in default or breach of its obligations hereunder. If Town determines that Proposer is in default or breach, the Town will give written notice specifying the default or breach. Upon receipt of such notice, the Proposer may correct or cure such default or breach to Town's satisfaction within 15 days of receipt of such notice. If Proposer fails to correct or cure the default or breach within the allotted time, the Town may terminate the Services immediately without further notice.

E. Replacement Services.

If the Proposer is unable or unwilling to fulfil any of its obligations set forth in the Contract, the Town may procure similar services from other sources and hold the Proposer responsible for any cost occasioned thereby.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Richlands (Owner)** and **Rivers & Associates, Inc. (Engineer)**. Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Miscellaneous Engineering Services (Project)**. Engineer's services under this Agreement (Services) are generally identified as **Engineering Services for miscellaneous consultation work on an as-needed basis, such as review of subdivision or development plans on behalf of the Town, initial evaluation of storm drainage concerns, etc.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer. This is an annual contract for the period July 1, 2026 through June 30, 2027.**

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.****
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.**

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **As Required by Owner** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.**
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are**

delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. **Failure to Pay:** If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. **Reimbursable Expenses:** Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.15**.
- E. **Basis of Payment**
 1. **Hourly Rates.** Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - c. The total compensation for Services and reimbursement of expenses for this annual contract is not to exceed **\$15,000**.
- F. **Additional Services:** For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus, reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

- A. **Termination for Cause**

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. **Waiver of Damages; Limitation of Liability:** To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$10,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. **Engineer will not provide or offer to provide services inconsistent with or contrary to the standard of care described in 5.01.A above nor make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Engineer will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.**

- M. If required in the agreement, the Engineer will provide electronic files of drawings in PDF format or AutoCAD DWG or DXF format for the Owner's use under the conditions indicated above. The Engineer will not be responsible for the data in the electronic files after delivery. The files will be submitted electronically. The Engineer's name and seal may be removed from the drawings. 6.01.F applies to all electronic files also.**
- N. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.**

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.**
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.**

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns**
- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.**
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.**
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any**

Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Engineer's Scope of Work

This Agreement's Effective Date is June 9, 2026.

Owner: Town of Richlands, NC

Engineer: Rivers & Associates, Inc.

By: _____
(authorized individual's signature)

By:  _____
(authorized individual's signature)

Date: _____
(date signed)

Date: 6-2-26 _____
(date signed)

Name: McKinley D. Smith
(typed or printed)

Name: Gregory J. Churchill, P.E.
(typed or printed)

Title: Mayor
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:

Address for giving notices:

302 S. Wilmington Street

107 East Second Street

P.O. Box 245

P. O. Box 929

Richlands, NC 28574

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Designated Representative:

Designated Representative:

Name: Chris Roberson ICMA-CM
(typed or printed)

Name: Scott P. M. Godefroy, P.E.
(typed or printed)

Title: Town Administrator
(typed or printed)

Title: Senior Project Manager
(typed or printed)

Address:

Address:

302 S. Wilmington Street

107 East Second Street

P.O. Box 245

P. O. Box 929

Richlands, NC 28574

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Phone: 252-324-3301

Phone: 252-752-4135

Email: administrator@richlandscnc.gov

Email: sgodefroy@riversandassociates.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **June 9, 2026**.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates: (Effective November 1, 2025)

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$215.00
Sr. Project Manager II	\$210.00
Sr. Project Manager I	\$195.00
Project Manager III	\$185.00
Project Manager II	\$175.00
Project Manager I	\$160.00
Sr. Project Engineer	\$195.00
Project Engineer IV	\$165.00
Project Engineer III	\$155.00
Project Engineer II	\$140.00
Project Engineer I	\$125.00
Design Engineer II	\$115.00
Design Engineer I	\$105.00
Landscape Architect/ Project Manager II	\$170.00
Landscape Architect/ Project Manager I	\$150.00
Senior Landscape Architect	\$160.00
Landscape Architect	\$120.00
Landscape Designer III	\$125.00
Landscape Designer II	\$110.00
Landscape Designer I	\$100.00
Project Planner I	\$110.00
Planner II	\$100.00
Planner I	\$90.00
Designer IV	\$145.00
Designer III	\$125.00
Designer II	\$110.00
Designer I	\$95.00
CAD Technician III	\$90.00
CAD Technician II	\$85.00
CAD Technician I	\$80.00

C. Schedule of Hourly Rates (Continued):

Project Surveyor IV	\$160.00
Project Surveyor III	\$140.00
Project Surveyor II	\$120.00
Project Surveyor I	\$105.00
Party Chief V	\$125.00
Party Chief IV	\$105.00
Party Chief III	\$95.00
Party Chief II	\$80.00
Party Chief I	\$70.00
Surveyor Technician III	\$80.00
Surveyor Technician II	\$70.00
Surveyor Technician I	\$60.00
1-Man Robotic II	\$160.00
1-Man Robotic I	\$115.00
Resident Project Representative IV	\$120.00
Resident Project Representative III	\$105.00
Resident Project Representative II	\$90.00
Resident Project Representative I	\$75.00
Administrative Assistant III	\$90.00
Administrative Assistant II	\$85.00
Administrative Assistant I	\$75.00
Engineering Tech I	\$90.00
Field Tech	\$75.00
Intern Tech	\$50.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expenses	Cost

This is **Appendix 2, Scope of Work**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated June 9, 2026.

ENGINEER'S SCOPE OF WORK

A. *Project Description*

This project includes Engineering Services for miscellaneous consultation work on an as-needed basis, such as review of subdivision or development plans on behalf of the Town, initial evaluation of storm drainage concerns, etc.

B. *Scope of Work*

Work will be assigned by the Town on an as-needed basis to represent the Town in review of various assignments to include but not limited to plan review of subdivision or development plans, specifications, stormwater permit applications, and initial evaluation of stormwater issues or projects.

**TOWN OF RICHLANDS
BOARD OF ALDERMEN**



Agenda Item
F4

Meeting Date:
9-Jun-26

Presenter:
Town Administrator

ITEM TO BE CONSIDERED

Title:
Lights on Rand Street

Brief Summary:
It has been requested that additional area lighting be installed at the end of Rand Street.

If the Board approves of the agenda item as presented, the following motion(s) is (are) suggested:

Authorize the PW Director to research and work with Duke Energy and NCDOT to determine the feasibility of installing additional lighting at the end of Rand Street.

BACKGROUND

Originating Department Administration	Attachments: 1 N/A 2 _____ 3 _____ 4 _____ 5 _____
Staff Contact: Town Administrator	

REVIEWED BY

Town Administrator	_____ X _____	Attorney	_____
Clerk to the Board	_____	Finance Officer	_____

ACTION TAKEN

Motion by: _____	Carried: _____
Second by: _____	Ayes: _____ Nays: _____

Richlands Police Department Monthly Schedule

June 2026

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
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30																							
Officer																							
Horne																							
Nailer																							
Lessner																							
Saldana																							
Vega																							
Mace																							

- Day 0500-1700
- Evening 1400-0200
- Night 1700-0500
- Vacation
- Training

Activity Log Event Summary (Cumulative Totals)

Richlands Police Department

(05/01/2026 - 05/31/2026)

911 Hang-Up	1	Adminstration Run	22
Alarm Activation	11	Arrest	6
Assist Citizen	21	Assist EMS	8
Assist Other Agency	15	Assist Other RPD Officer	2
Attempted Breaking and Entering	1	Attended Court	1
Background Investigations	1	Bank Escort	3
Business Check	414	Business Walk Through	3
Call for Service	362	Careless & Reckless	5
Child Safety Seat	2	Citation	166
Civil Problem	5	Crash	11
Domestic Dispute	3	DWI	2
DWLR	12	Field Interviews	1
Fingerprinting	2	Follow up Investigation	12
Foot Patrol	1	Found Property/Safe Keeping	1
Incident Report	24	Juvenile Problems	1
Larceny	4	Lighting Violation	19
Lost/Stolen Property	2	Loud Muffler	2
No Insurance	9	Noise Complaint	1
NOL	9	Open Door/Windows	1
Patrol Zone 1	42	Patrol Zone 2	43
Patrol Zone 3	41	Patrol Zone 4	39
Patrol Zone 5	40	Patrol Zone 6	39
Possession of Drug Paraphernalia	2	Possession of Marijuana	2
Property Damage	2	Registration Violation	44
Residence Check	1	Safe Movement Violation	18
Seatbelt	5	Selective Traffic Enforcement	40
Sexual Assault	1	Speeding	82
Stoplight/Sign	14	Supplement to report	15
Suspicious Vehicle/Person/Incident	13	Towed Vehicle	1
Transport to Jail	6	Trespassing	2
Unlock Car	7	Vehicle Check After Shift	22
Vehicle Check Before Shift	27	Vehicle Searches	8
Vehicle Stop	230	Verbal Warnings	105

Activity Log Event Summary (Cumulative Totals)

Richlands Police Department

(05/01/2026 - 05/31/2026)

Warning Citation	19	Warrant	7
Weapons Offense	2	Window Tint Violation	2

Total Number Of Events: 2,087

Subpoenas Received: 6
Court Hours: 16
Follow up Investigations: 5
Arrest Hours: 9
Paperwork Hours: 20
Admin Meetings: 2

TOWN OF RICHLANDS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 5 / 26

10 General

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
4100 *TAX REVENUES					
4111 Ad valorem tax - CY	6,468.42	807,372.77	777,000.00	-30,372.77	104 %
4112 Ad valorem tax - PY	12,110.00	19,274.40	6,000.00	-13,274.40	321 %
4113 Interest & Penalties	2,583.50	6,616.20	2,000.00	-4,616.20	331 %
4120 Vehicle Property Tax	0.00	86,701.74	89,000.00	2,298.26	97 %
Account Group Total:	21,161.92	919,965.11	874,000.00	-45,965.11	105 %
4200 *INTERGOVERNMENTAL					
4210 ABC Revenue	6,122.00	15,265.00	45,000.00	29,735.00	34 %
4221 Fire District tax	0.00	64,064.92	62,000.00	-2,064.92	103 %
4231 NCDOR - Beer & Wine Tax	0.00	9,452.00	10,000.00	548.00	95 %
4232 NCDOR - Local option sales tax	38,540.90	500,036.46	538,000.00	37,963.54	93 %
4234 NCDOR - Utility Franchise taxes	0.00	90,877.47	126,000.00	35,122.53	72 %
4235 NCDOR - Video Programming	0.00	12,222.25	18,500.00	6,277.75	66 %
4271 Police Confiscations	0.00	154.69	0.00	-154.69	** %
4280 Powell Bill aid	0.00	85,955.53	90,000.00	4,044.47	96 %
Account Group Total:	44,662.90	778,028.32	889,500.00	111,471.68	87 %
4300 *INVESTMENT INCOME					
4311 Interest Earnings	0.00	32,111.89	25,000.00	-7,111.89	128 %
4312 Interest Earnings - Powell bill	0.00	66.73	100.00	33.27	67 %
Account Group Total:	0.00	32,178.62	25,100.00	-7,078.62	128 %
4400 *SALES OF SERVICE					
4431 Rents	1,950.00	23,015.00	19,000.00	-4,015.00	121 %
4432 GTE Lease	900.00	9,900.00	10,800.00	900.00	92 %
4433 Rent - ONWASA	2,916.67	32,083.37	35,000.00	2,916.63	92 %
4451 Trash Collection	18,861.98	197,790.97	205,000.00	7,209.03	96 %
Account Group Total:	24,628.65	262,789.34	269,800.00	7,010.66	97 %
4500 *FEES & FINES					
4512 Employee Agreement Reimbursements	200.00	2,320.00	3,300.00	980.00	70 %
4531 Civil fines & court cost	241.20	3,061.80	2,000.00	-1,061.80	153 %
4542 Ordinance Violation fee/Assmt	0.00	0.00	500.00	500.00	0 %
4543 Building Permits	850.00	8,000.00	10,000.00	2,000.00	80 %
Account Group Total:	1,291.20	13,381.80	15,800.00	2,418.20	85 %
4600 *GRANTS & DONATIONS					
4642 Operation Santa Donations	0.00	1,700.00	2,500.00	800.00	68 %
Account Group Total:	0.00	1,700.00	2,500.00	800.00	68 %
4700 *MISCELLANEOUS					
4710 Debt Proceeds	0.00	87,316.00	87,316.00	0.00	100 %
4751 Capital Asset Sales	0.00	299,250.00	1,000.00	-298,250.00	*** %
4790 Miscellaneous Revenues	682.10	36,270.33	19,900.00	-16,370.33	182 %
Account Group Total:	682.10	422,836.33	108,216.00	-314,620.33	391 %
4900 *TRANSFERS & APPROPRIATIONS					
4999 Appropriation from fund balance	0.00	0.00	238,517.09	238,517.09	0 %
Account Group Total:	0.00	0.00	238,517.09	238,517.09	0 %

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TOWN OF RICHLANDS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 5 / 26

Page: 2 of 3
Report ID: B110

10 General

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
Fund Total:	92,426.77	2,430,879.52	2,423,433.09	-7,446.43	100 %

TOWN OF RICHLANDS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 5 / 26

32 Rural Transformation Grant

Account	Received		Estimated Revenue	Revenue %	
	Current Month	Received YTD		To Be Received	Received
4600 *GRANTS & DONATIONS					
4612 Rural Transformation Grant	0.00	84,902.00	330,000.00	245,098.00	26 %
Account Group Total:	0.00	84,902.00	330,000.00	245,098.00	26 %
4900 *TRANSFERS & APPROPRIATIONS					
4910 Transfer from General Fund	0.00	39,900.00	39,900.00	0.00	100 %
Account Group Total:	0.00	39,900.00	39,900.00	0.00	100 %
Fund Total:	0.00	124,802.00	369,900.00	245,098.00	34 %
Grand Total:	92,426.77	2,555,681.52	2,793,333.09	237,651.57	91 %

TOWN OF RICHLANDS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 26

10 General

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
5000							
5100 Governing Body							
416	Elected Officials	0.00	6,756.75	9,100.00	9,100.00	2,343.25	74 %
421	FICA	0.00	517.02	700.00	700.00	182.98	74 %
511	Professional Services	800.00	25,300.00	25,800.00	25,800.00	500.00	98 %
512	Contractual services	0.00	14,860.28	12,600.00	13,459.00	-1,401.28	110 %
513	Staff development & travel	0.00	644.40	1,000.00	1,000.00	355.60	64 %
525	Property & Liability Insurance	0.00	60,887.96	60,000.00	60,000.00	-887.96	101 %
534	Dues & subscriptions	0.00	5,449.00	5,400.00	5,400.00	-49.00	101 %
579	Miscellaneous Expense	1,209.37	3,655.72	15,400.00	15,400.00	11,744.28	24 %
	Account Total:	2,009.37	118,071.13	130,000.00	130,859.00	12,787.87	90 %
5210 Administration							
411	Full-time regular wages	26,569.56	300,954.42	268,000.00	318,000.00	17,045.58	95 %
421	FICA	2,032.67	22,585.69	21,000.00	23,900.00	1,314.31	95 %
423	LGERS Pension	3,812.72	42,541.14	38,000.00	45,000.00	2,458.86	95 %
424	401K	1,328.47	13,452.15	13,500.00	14,300.00	847.85	94 %
425	Health & Life Insurance	3,734.92	35,010.81	30,800.00	40,100.00	5,089.19	87 %
512	Contractual services	297.70	15,661.35	9,500.00	12,947.23	-2,714.12	121 %
513	Staff development & travel	825.00	1,789.19	7,500.00	4,052.77	2,263.58	44 %
515	Advertising	140.30	1,990.74	1,500.00	1,500.00	-490.74	133 %
522	Maint & Rep - Buildings	0.00	0.00	100.00	100.00	100.00	%
523	Maint & Rep - Equipment	0.00	2,398.34	2,500.00	2,500.00	101.66	96 %
524	Maint & Rep - Vehicles	0.00	90.98	100.00	100.00	9.02	91 %
525	Property & Liability Insurance	0.00	0.00	100.00	100.00	100.00	%
526	Utilities & Communication	770.58	10,354.45	12,800.00	12,800.00	2,445.55	81 %
534	Dues & subscriptions	0.00	1,204.60	1,700.00	1,700.00	495.40	71 %
535	Postage & Printing	58.08	490.83	200.00	200.00	-290.83	245 %
537	Collection Fee	188.02	9,403.43	9,000.00	9,000.00	-403.43	104 %
551	Supplies	189.00	2,781.98	2,200.00	2,200.00	-581.98	126 %
579	Miscellaneous Expense	0.00	749.35	100.00	100.00	-649.35	749 %
581	Operation Santa Donations	0.00	553.51	0.00	2,500.00	1,946.49	22 %
	Account Total:	39,947.02	462,012.96	418,600.00	491,100.00	29,087.04	94 %
5310 Public Safety							
411	Full-time regular wages	27,530.35	270,825.36	366,000.00	296,000.00	25,174.64	91 %
412	Part-time regular wages	0.00	5,092.18	4,000.00	4,000.00	-1,092.18	127 %
414	Separation Allowance	331.45	3,181.92	2,400.00	2,400.00	-781.92	133 %
421	FICA	2,012.73	20,495.77	28,500.00	28,500.00	8,004.23	72 %
423	LGERS Pension	4,426.91	43,533.85	57,500.00	57,500.00	13,966.15	76 %
424	401K	1,376.53	13,223.35	18,000.00	18,000.00	4,776.65	73 %
425	Health & Life Insurance	3,781.04	32,335.49	53,600.00	53,600.00	21,264.51	60 %
511	Professional Services	0.00	0.00	100.00	100.00	100.00	%
512	Contractual services	1,037.70	44,051.34	24,500.00	24,500.00	-19,551.34	180 %
513	Staff development & travel	0.00	1,122.41	1,500.00	1,500.00	377.59	75 %
514	Uniforms	0.00	1,003.80	4,500.00	4,500.00	3,496.20	22 %
523	Maint & Rep - Equipment	0.00	799.19	2,000.00	2,400.22	1,601.03	33 %
524	Maint & Rep - Vehicles	94.95	10,550.79	22,000.00	13,651.75	3,100.96	77 %
525	Property & Liability Insurance	0.00	0.00	200.00	200.00	200.00	%
526	Utilities & Communication	1,047.91	14,020.83	17,000.00	17,000.00	2,979.17	82 %
533	Contributions	0.00	0.00	500.00	500.00	500.00	%

TOWN OF RICHLANDS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 26

10 General

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
534	Dues & subscriptions	0.00	200.00	200.00	200.00	0.00	100 %
535	Postage & Printing	52.00	468.26	200.00	200.00	-268.26	234 %
551	Supplies	1,644.58	15,450.28	22,700.00	22,700.00	7,249.72	68 %
561	Capital Outlay	0.00	55,441.77	21,300.00	55,652.85	211.08	100 %
564	Debt Service Principle	0.00	0.00	0.00	13,304.12	13,304.12	%
565	Debt Service - Interest	0.00	0.00	0.00	1,921.28	1,921.28	%
573	Governing Board Projects	0.00	0.00	200.00	200.00	200.00	%
579	Miscellaneous Expense	0.00	1,702.28	2,000.00	2,000.00	297.72	85 %
	Account Total:	43,336.15	533,498.87	648,900.00	620,530.22	87,031.35	86 %
5400 Fire							
512	Contractual services	0.00	114,064.92	112,000.00	114,064.92	0.00	100 %
	Account Total:	0.00	114,064.92	112,000.00	114,064.92	0.00	100 %
5620 Code Enforcement							
512	Contractual services	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	Account Total:	0.00	0.00	1,000.00	1,000.00	1,000.00	%
5720 Buildings & Grounds							
512	Contractual services	250.00	28,675.15	19,500.00	26,000.00	-2,675.15	110 %
521	Maint & Rep - Infrastructure	0.00	6,424.97	9,700.00	9,700.00	3,275.03	66 %
522	Maint & Rep - Buildings	0.00	32,479.93	21,000.00	33,983.00	1,503.07	96 %
523	Maint & Rep - Equipment	0.00	398.75	1,500.00	1,500.00	1,101.25	27 %
526	Utilities & Communication	412.79	7,366.31	13,300.00	13,300.00	5,933.69	55 %
551	Supplies	191.83	553.89	500.00	500.00	-53.89	111 %
561	Capital Outlay	0.00	150,000.00	0.00	150,000.00	0.00	100 %
579	Miscellaneous Expense	0.00	2,229.10	100.00	100.00	-2,129.10	*** %
732	Transfer to Rural	0.00	39,900.00	0.00	39,900.00	0.00	100 %
	Account Total:	854.62	268,028.10	65,600.00	274,983.00	6,954.90	97 %
5740 Streets							
411	Full-time regular wages	20,280.34	200,934.13	214,000.00	214,000.00	13,065.87	94 %
421	FICA	1,551.41	15,371.35	15,500.00	15,500.00	128.65	99 %
423	LGERS Pension	2,910.19	28,833.86	30,000.00	30,000.00	1,166.14	96 %
424	401K	1,014.02	9,703.15	10,500.00	10,500.00	796.85	92 %
425	Health & Life Insurance	3,024.88	27,965.80	30,700.00	30,700.00	2,734.20	91 %
511	Professional Services	0.00	0.00	500.00	500.00	500.00	%
512	Contractual services	122.69	23,563.14	34,500.00	34,500.00	10,936.86	68 %
513	Staff development & travel	0.00	210.00	500.00	500.00	290.00	42 %
514	Uniforms	0.00	2,339.08	2,500.00	2,500.00	160.92	94 %
515	Advertising	0.00	0.00	500.00	500.00	500.00	%
522	Maint & Rep - Buildings	0.00	0.00	100.00	100.00	100.00	%
523	Maint & Rep - Equipment	1,159.73	4,338.33	4,500.00	4,500.00	161.67	96 %
524	Maint & Rep - Vehicles	154.23	14,223.48	9,100.00	15,909.95	1,686.47	89 %
525	Property & Liability Insurance	0.00	0.00	100.00	100.00	100.00	%
526	Utilities & Communication	3,843.70	38,057.04	43,000.00	45,500.00	7,442.96	84 %
535	Postage & Printing	52.00	468.25	100.00	100.00	-368.25	468 %
551	Supplies	1,492.17	10,986.36	14,600.00	14,600.00	3,613.64	75 %
561	Capital Outlay	0.00	46,805.98	19,600.00	48,667.37	1,861.39	96 %
564	Debt Service Principle	0.00	0.00	0.00	14,871.06	14,871.06	%
565	Debt Service - Interest	0.00	0.00	0.00	2,147.57	2,147.57	%

TOWN OF RICHLANDS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 26

10 General

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
572	Powell Bill Expenses	3,214.90	11,707.19	117,200.00	117,200.00	105,492.81	10 %
576	Landfill Tipping Fees	809.80	49,713.95	57,000.00	57,000.00	7,286.05	87 %
579	Miscellaneous Expense	0.00	2,371.90	5,000.00	5,000.00	2,628.10	47 %
	Account Total:	39,630.06	487,592.99	609,500.00	664,895.95	177,302.96	73 %
5750	Solid Waste						
512	Contractual services	10,922.16	95,855.92	126,000.00	126,000.00	30,144.08	76 %
	Account Total:	10,922.16	95,855.92	126,000.00	126,000.00	30,144.08	76 %
	Account Group Total:	136,699.38	2,079,124.89	2,111,600.00	2,423,433.09	344,308.20	86 %
	Fund Total:	136,699.38	2,079,124.89	2,111,600.00	2,423,433.09	344,308.20	86 %

TOWN OF RICHLANDS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 26

32 Rural Transformation Grant

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
5000							
5720	Buildings & Grounds						
562	Engineering and Design	0.00	6,500.00	0.00	6,900.00	400.00	94 %
563	Construction	83,050.03	167,952.03	0.00	330,000.00	162,047.97	51 %
577	Contingencies	0.00	0.00	0.00	33,000.00	33,000.00	%
	Account Total:	83,050.03	174,452.03	0.00	369,900.00	195,447.97	47 %
	Account Group Total:	83,050.03	174,452.03	0.00	369,900.00	195,447.97	47 %
	Fund Total:	83,050.03	174,452.03	0.00	369,900.00	195,447.97	47 %
	Grand Total:	219,749.41	0.00	2,111,600.00	2,793,333.09	539,756.17	81 %

Finance Director Report – May 2026

Financial Operations

- Processed weekly payroll, including EFTPS tax payments and Empower retirement contributions.
- Managed accounts payable activities, including invoice review, processing, and vendor payments.
- Managed accounts receivable activities and posted revenue vouchers, including Ad Valorem Tax collections and other revenues.
- Monitored bank accounts daily for transactions, deposits, and payment activity.
- Issued purchase orders as requested by departments.

Month-End / Compliance Processes

- Completed monthly bank reconciliations.
- Processed liability and benefit-related payments, including insurance and employee benefit obligations.
- Prepared monthly financial reports and completed month-end reconciliation processes.
- Continued preparation and review of the FY 2026-2027 budget.

Human Resources / Administrative Support

- Responded to daily emails, phone calls, and departmental inquiries.
- Consulted with NCLM Human Resources staff regarding a personnel matter and prepared related documentation.
- Assisted front office operations and customer service as needed.
- Handled routine administrative and employee-related matters.
- Provided administrative support to various town departments and operational needs.

Meetings / Training

- Participated in monthly financial review and support meetings with NCLM representative.
 - Attended AIM training related to fiscal year-end closing and audit preparation.
 - Attended Black Mountain Software training.
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**Town of Richlands Code Enforcement
May 2026 Monthly Report**

Notice of Violation Letters

- 108 Trenton St grass NOV – RESOLVED
- 119 Dukes Lake Circle grass NOV – RESOLVED
- 202 Pete Jones Rd Derelict Vehicle NOV
- 311 E Point ditch NOV – RESOLVED
- 205 -B grass NOV
- 208 Penster Ct ditch NOV – RESOLVED
- 128 Annie Rd Derelict Vehicle – RESOLVED
- 103 Woods Run Circle Easement – RESOLVED
- 202 Sylvester St Derelict Vehicle – RESOLVED
- 202 Groveshire Pl boat NOV – RESOLVED
- 103 Mills St grass NOV – RESOLVED
- Richlands Townhouse grass NOV – RESOLVED
- 104 Sabrina Dr grass NOV
- 622 Squires Run Ln grass NOV – RESOLVED
- 112 Frank St Derelict Vehicle – RESOLVED
- 105 Groveshire Pl easement NOV – RESOLVED
- 124 Landover boat NOV - RESOLVED
- 105 Amberwine boat NOV – RESOLVED
- 7477 Richlands Hwy grass NOV – RESOLVED
- 313 Frank St ditch NOV – RESOLVED
- Dollar General Verbel Warning grass – RESOLVED
- 11 Signs removed from right of way



Town Administrator's Monthly Report for May, 2026

Grants

- Staff has included \$2,003,275 for the Streets Project/Stormwater Project for FY 26/27 with a \$500,000 match. This is subject to SB 889 not passing and our ability to use the FY 26-27 Revaluation numbers. If it passes, then the Town has to back up and regroup on this project.
- Work continues for the Venters Park Project. The second reimbursement request (\$83,503) has been submitted to NC Commerce and is waiting reimbursement. We have received the second pay request for this project for a total of \$176,952. The schedule remains unchanged as it is anticipated that this project should be complete in August weather permitting. Remember the park is closed for the duration of the construction project.

Planning/Zoning/Development/Economic Development

- Seven (7) zoning permits were processed and issued (6 residential and 1 commercial). The residential permits are in Squires Run Village Section 2. Additionally, I have 8 pending permits for Squires Run Village Section 2, so this development is being built and homes constructed rapidly.
 - The WAWA Plans still have a construction window of late summer or early fall. (No change since my last report)
 - Zaxby's plan review is final with the exception of the sign permit which should be done in the next month or so according to the developer. There is still no time frame on construction so there has been no change since my last report.
 - I should be receiving plans for the new Urgent Care facility at 9002 NC Kinston Hwy for approval soon. I am still waiting for these.
 - The zoning permit for the Cookout was re-issued as it had expired. About a month or so on the sign permit according to the developer.
 - The hotel and restaurant development permit on Koonce Farm Road will need to be resubmitted as it has expired. I have had numerous meetings with the developer on this project.
 - The Ellis Development commercial outparcel which includes the proposed Sheetz, a strip development with a drive-thru end cap and a potential restaurant is well underway
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Personnel

- As approved by the Board, the FY 26-27 Position Schedule has several personnel-related changes in it that will become effective next fiscal year.

Finance

- Continued work on the FY 26-27 budget. As mentioned previously, the revaluation/property tax situation has significantly complicated the budgetary process. We are STILL in a wait and see mode at the moment as both the House and Senate in the Legislature is juggling bills that have a direct negative impact on our property tax revenues. There will be constitutional amendment question to limit local governments' taxing ability on the ballot in November. I have multiple budget worksheets in preparation for what happens at the State level. Both alternatives have been submitted to the Board as we are still awaiting on the outcome of SB 889 (Revaluation Moratorium). A public hearing on the submitted budget is scheduled for 6/16/26 at 6 pm.
- GFL is the low bidder on solid waste pickup and has submitted a contract for Board approval on 6/9/26.

Utilities/Public Works

- Nothing new to report in this category

Building/Grounds/Assets

- Nothing new to report in this category

General/Upcoming Events

- Revive Downtown Richlands is becoming more and more active holding a well-attended membership drive at its last meeting and currently working on several projects including a Pocket Park downtown and the Halloween Hustle 5K run in October.

Information Technology/Website

- The website upgrade is well underway and photography has been completed with the exception of Mayor Smith who has been struggling with health issues. The goal is to have the website updated by the end of the fiscal year.

Meetings Attended in May

- JUMPO TCC Meeting in Jacksonville Transit Building 5/14
- County/Municipal Leaders Meeting in Jacksonville – County Manager's Meeting Room 5/14
- Revive Downtown Richlands Meeting – Richlands 5/20
- County Managers' Luncheon in Jacksonville 5/22

Miscellaneous

- Worked on routine day-to-day and long-term administrative-related Town matters.
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