

## Board of Supervisors Report

**Date:** February 22, 2010  
**Subject:** Residential Recycling Agreement

### **Overview:**

The recent decision by the Southeastern Public Service Authority to cease collection and processing of residential recycling by April 1, 2010 has required the county to design and implement a plan for the continuation of this service. The Commonwealth of Virginia mandates that each jurisdiction recycle a minimum percentage of their total solid waste. A collaborative effort between the city of Franklin and Southampton County produced a request for proposals (RFP) resulting in the submission of proposals from three different contractors with Moody's/AVES of Smithfield submitting the lowest cost proposal. At your meeting last month, a motion was adopted authorizing the county administrator to negotiate and submit a contract for your consideration.

The attached agreement outlines the legal provisions associated with the recycling service. While it is a cooperative agreement between the city of Franklin, Southampton County and AVES, invoicing and payments will be handled individually by each respective jurisdiction.

This agreement is for a 39 month term, with the possibility of additional 12 months terms. Southampton County has 1199 residential households associated with this agreement and each household will be serviced bi-weekly. The cost for each household, per month is \$2.66 resulting in a total annual cost of \$38,272.08. Additionally, each 20 yard roll off container from our Refuse Collection Stations can be emptied at a cost of \$165.00, each occurrence. Based on our historical average, we estimate emptying these units approximately 100 times per year at a cost of \$16,500. The total estimated cost of recycling for Southampton County on an annual basis is \$48,772.08.

### **Recommendation:**

Approve the agreement of a 39 month residential recycling contract with AVES per the terms listed.

### **Attachment:**

Draft Agreement between the City of Franklin, Southampton County and AVES for Residential Recycling Services.

# SOUTHAMPTON COUNTY

26022 Administration Ctr. Dr.  
P.O. Box 400  
Courtland, Virginia 23837



757-653-3015  
Fax: 757-653-0227

January 25, 2010

S. Dawson Moody  
All Virginia Environmental Solutions Inc.  
P.O. Box 953  
Smithfield, VA 23431

**RE: Residential Recycling Services, Notice of Intent to Award**

Dear Mr. Moody:

Thank you for your recent submittal in response to the request for proposals for residential recycling services for the city of Franklin and the counties of Isle of Wight and Southampton. After careful consideration of the evaluation criteria, the governing bodies of the city of Franklin and Southampton County have adopted motions authorizing a notice of intent to award recycling collection services to Moody's/A.V.E.S. of Smithfield, Virginia. Isle of Wight County has chosen to pursue another course of action. The following figures indicate the costs submitted in the proposals received during the initial request for proposals.

Tidewater Fibre Corporation, d/b/a Tidewater Recycling  
Household cost per month: \$2.69  
20 yard container collection: \$230.00

Moody's/A.V.E.S.  
Household cost per month: \$2.66  
20 yard container collection: \$165.00

Bay Disposal  
Household cost per month: \$4.65  
20 yard container collection: \$154.00-\$244.00

The next step in the process will be for the city of Franklin and Southampton County, acting cooperatively, to negotiate and execute a contract with your firm for residential recycling services. A meeting will be scheduled in the near future to begin this process. It is anticipated that once a draft contract is completed, this contract will be presented to the governing bodies of Franklin and Southampton for consideration. As you may recall, the proposed term of service will be for 39 months with service beginning on April 1, 2010. An additional 24 month renewal period may be considered upon successful completion of the initial contract term.

We look forward to working with your firm in order to provide convenient recycling options for our citizens. Should you have any questions, please feel free to contact me at [jrandolph@co.southampton.state.va.us](mailto:jrandolph@co.southampton.state.va.us) or 757-653-3015.

Sincerely,

James A. Randolph  
Assistant County Administrator

Cc: City of Franklin  
Isle of Wight County

TRY TO GET A ROUGH GUESS ON THE TONNAGE  
 OF TRASH THAT IS HAULLED FROM THE SCHOOLS AND  
 GIVE IT TO JAY

		TIMES DUMP PER MONTH	TON PER BOX
①	HIGH SCHOOL	8	8 TONS
②	MIDDLE SCHOOL	8	8 TONS
③	CARRON	4	4 TONS
④	CAMP 20	4	4 TONS
⑤	NOTTAWAY	4	4 TONS
⑥	MEHERRIN	4	4 TONS
⑦	NEW SCHOOL (RIVERDALE)	8	$1500 \times 8 = 12,000 / 6 \text{ TONS}$
⑧	ADMIN. BLDG	2	2 TONS
⑨	HUNTERDALE	1	1 TON
⑩	COURTLAND SCHOOL	2	2 TONS
	\$7650.00 A MONTH	45 DUMPS	45 TONS
	\$91,800.00 A YEAR		

THIS AGREEMENT, made and entered into this the \_\_\_ day of March, 2010 by and between **ALL VIRGINIA ENVIRONMENTAL SOLUTIONS, INC.**, a Virginia corporation, (hereinafter AVES) of the first part; and the **City of Franklin, Virginia**, a Virginia municipal corporation, (hereinafter City) and **Southampton County, Virginia**, (hereinafter County), parties of the second part:

That for and in consideration of the mutual promises and covenants contained herein below and other sufficient legal considerations, AVES and the City and County agree as follows:

1. AVES shall collect, haul, transport, remove and dispose (hereinafter collectively referred to as "disposal") of all recyclable trash, defined as newspaper and inserts, unwanted mail and magazines; aluminum cans, pie plates and foil; clear, brown and green glass bottles and jars; plastic bottles 1 through 7; steel cans; cardboard boxes (hereinafter collectively referred to as "trash") from all residential premises previously served by SPSA within the corporate limits of City and County, subject to the terms and conditions set forth herein below. AVES shall acquire title to the recyclable trash when it is loaded into AVES' truck. Title to and liability for any hazardous waste shall remain with the City and County and City and County expressly agree to defend, indemnify and hold harmless AVES from and against any and all damages, penalties, fines and liabilities resulting from or arising out the deposit of hazardous waste in AVES' trucks, containers or other equipment. The parties hereto acknowledge any solid waste disposal fees ("tipping fees") for residual waste is to be paid by AVES. The parties acknowledge that the consideration paid by the City and County to AVES pursuant to the provisions of this contract is for the collection of recyclable trash. Additionally, in County, there are eight Refuse Collection Stations (RCS) that have 20 yard roll off containers available to collect recyclable trash at present. AVES agrees to dispose of the trash in the roll off containers on an as needed basis.

County's Director of Public Works or his designee can call AVES and advise AVES when disposal is necessary. AVES agrees to make the disposal within seven days from notification. AVES will bill County \$165.00 for disposal of recyclable trash from each roll off container on a monthly basis. County reserves the right to place additional roll off containers at other Refuse Collection Stations. City has no roll off containers.

AVES shall furnish all personnel, labor equipment and supervision necessary to fulfill satisfactory performance of this agreement. AVES shall use only personnel qualified to perform the work assigned and shall see that all work is performed in an efficient and workmanlike manner.

AVES agrees to dispose of the trash at a location that has the ability to weigh the amount of trash disposed. These weights will be reported by AVES separately to City and County on a monthly basis at the end of each month. The report will show the weight in tons of recycled trash and the percentage of recycled trash for paper, metal, glass and plastic. Additionally, AVES will report to City and County the number of pickups made each month. City and County will use these reported weights to calculate the trash recycled and report that information to the Virginia Department of Environmental Quality to meet State mandates for recycling. Additionally, AVES will provide City and County an annual report by January 31 of each year the contract is in existence.

2. The term of the contract for this disposal of such trash shall be for a period of 39 months, commencing on April 1, 2010 and ending at midnight on June 30, 2013, with the right to renew for two periods of 12 additional months each as set forth below. During such period disposal of trash shall be made twice every other week on a staggered schedule, i.e., Thursday and Friday for all areas of City and County previously served by SPSA. These routes will be supplied to AVES prior to March 31, 2010 by City and County.

Provided that if any such collection day falls on a legal holiday, then such collection shall not be made until the next scheduled date. Provided that in such event, disposal shall be made at least once during the week of any holiday. Legal holidays for the purpose of this agreement are New Years Day, Independence Day (July 4), Thanksgiving Day and Christmas Day. Additional legal holidays include the Friday following Thanksgiving (Fourth Friday in November) and Lee-Jackson Day (Friday preceding the 3<sup>rd</sup> Monday in January). Where applicable, holidays which fall on a Saturday that are observed on the previous Friday will be considered legal holidays. AVES will advise the City and County at least four weeks in advance that collection will not occur on a day observed as a legal holiday. On which date the transfer stations will not be open to received trash.

Collection of trash shall not begin before 7:00 a.m. and shall end before 5:00 p.m. In no event shall disposal of trash be commenced later than 8:30 a.m. The Director of Public Works for City and Director of Public Works for County shall be notified immediately in the event that scheduled disposal cannot be met due to mechanical or other unforeseen delays. AVES agrees that in the event of equipment breakdown, strike or any other occurrence which would delay or prevent timely performance of its obligations that it shall take all action reasonably necessary, including but not limited to, replacement of equipment and personnel in order to assure restoration of normal service within six (6) hours from the time of occurrence.

3. The consideration for this contract for the 39 month term of this contract shall be \$2.66 per residence per month. Billing shall be made by AVES to City and County in separate monthly statements on the last working day of each month, commencing April 30, 2010. Separate payment shall be made by City and County by the last day of the subsequent month. The number of residential units for which AVES shall be paid during the term of this contract is

2929 units by City and 1199 units by County. On the first anniversary date of this contract and on each subsequent anniversary date thereafter during the term of this contract, the annual consideration paid to AVES shall be increased or decreased by a change in the number of residences. Also, each increment of 50 cents per gallon of fuel increase above \$3.00 per gallon will require a fuel adjustment based on the number of gallons used per day on the route. Fuel receipts will be provided to determine the number of gallons used while the City route and the number of gallons used while servicing the County route. The fuel adjustment will be billed separately to City and County.

4. a) One 95 gallon trash receptacle will be provided to each residence by City or County for collection from an automated compactor enclosed truck. The City and County have chosen "bright blue" as the official color of all the trash receptacles to be provided. The name of the City and County is displayed on each receptacle.

b) The City and County shall publish rules and regulations governing the manner in which owners or occupants of residences and businesses within the jurisdictions shall store and place trash for disposal pursuant to this agreement.

5. Where containers are rusted or otherwise so badly damaged as to be unsanitary or unsafe for handling notice shall be given by AVES to City and County. Where containers are not placed properly for pickup, a warning notice shall be given to the owner or occupant of the premises by the attaching an appropriate notice to the container and reported to the City or County by AVES and that if correction of the said condition is not made by the owner or occupant, then the container and the contents will not be picked up.

6. Containers shall not be thrown or handled in a rough or careless manner, but shall be used and handled with care, usual wear and tear excepted, and AVES shall be liable for negligent and unnecessary damages caused to such containers.

7. All trash shall be collected and removed from all residential premises within the corporate limits of City and County on existing SPSA routes. "Unit" as herein used shall refer to one single-family dwelling unit as of the date of this contract. "Unit" may also include an individual townhouse, condominium apartment (up to four units) or duplex unit.

8. AVES shall make the trash collection in enclosed trucks or vehicles. The vehicles shall be in good working order, shall be properly licensed and insured, shall be cleaned regularly in accordance with any applicable Health Department regulations (at sites suitable, appropriate and approved for cleaning said trucks or vehicles), and shall have presentable appearance.

9. AVES shall dispose of all trash under the contract only in such manner as is permitted and authorized by law, and shall comply with all rules, regulations and laws applicable to the disposal of trash.

10. AVES shall maintain an office at which a responsible person can be reached by telephone during regular working hours of 9:00 A.M. to 5:00 P.M. to answer questions about the pick-up service with personnel sufficient to receive and handle complaints and to receive communication from the representative of the City or County. AVES shall supply an emergency telephone number for use in the event of after hour emergencies.

AVES will maintain a complaint log form and a copy of this completed form and corrective actions taken will be submitted to the Director of Public Works of the City and to the Director of Public Works of County on a monthly basis. The AVES office personnel answering

the phone will take the call and get the appropriate information from each resident (name, date, phone number, address, time, comment section). The Operations Manager will also be notified by the office, and he or she will either return the phone call or go to the site of the complaint and address the complaint the same service day. Supervisors and/or the Operations Manager will be present in the service area each service day.

11. AVES shall be deemed an independent contractor and shall assume all liability and responsibility for any and all damages to persons and/or property resulting from the disposal of such trash, and neither the City nor the County be liable and responsible for any such damages from all of which AVES shall save, protect and hold the City and County harmless.

12. Changes to the type, size, and amount of equipment, the type of frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address locations in the City and County within the area in which AVES provides collection service.

13. City and County recognize the difficulty of ensuring that the City and County pavement or driving surface is adequate to bear the weight of AVES' vehicles. Therefore, City and County agree that each will be responsible for any damage to their respective pavement, curbing or other driving surfaces resulting from the weight of AVES' vehicles providing service.

14. AVES shall carry the following insurance which shall be with a reputable company duly licensed to do business in the Commonwealth of Virginia and that AVES will file a memorandum of same with the City and County.

a) Workmen's Compensation of all employees who may be involved in any way in the performance of this contract or in services in connection therewith.

b) Commercial general liability insurance in the amount of \$1,000,000 combined single limit.

c) Vehicle fleet liability (business automobile coverage) in the amount of \$500,000 combined single limit.

15. AVES in all solicitations or advertisements for employees placed by or on behalf of AVES will state that AVES is an equal opportunity employer. Further, during the performance of this agreement, AVES agrees to provide and maintain a drug-free workplace for AVES employees.

16. As of midnight, June 30, 2013, unless terminated as provided here below, this contract shall be deemed renewed for an additional period of 12 months, and may be renewed in 12 month increments, thereafter at the pleasure of the parties under renegotiated terms and conditions. The parties agree that there will be a 90 day probationary period beginning April 1, 2010 and ending June 30, 2010. During such time, either City or County or both can terminate this agreement without any cause by written notice given to AVES by certified mail before June 30, 2010. The termination date must be stated in the written notice. This Agreement may be terminated at the end of the original, 39 month term, by either party hereto upon written notification to the other party, dispatched by certified mail to the other party as its last known post office address, of its desire to terminate the said contract as of the expiration of the then current term; such notice shall be mailed at least sixty (60) days prior to the expiration of the said then current term.

17. If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination; which shall become effective upon receipt of such notice.

18. This contract shall be binding upon the parties hereto, their successors and assigns. This contract may not be assigned by AVES without prior written approval of the City and County.

19. Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of GOD and such failure shall not constitute a Default under this Agreement.

WITNESS the following signatures and seals, the City of Franklin, Virginia and Southampton County, Virginia caused these presents to be executed by its City Manger pursuant to a motion of the City Council of the City of Franklin duly adopted on February \_\_\_, 2010 and to be executed by its County Manager pursuant to a motion of the Board of Supervisors of Southampton County duly adopted on February \_\_\_, 2010.

**ALL VIRGINIA ENVIRONMENTAL SOLUTIONS, INC.**, a Virginia corporation,

By: \_\_\_\_\_  
S. Dawson Moody, President

**CITY OF FRANKLIN, VIRGINIA**

By: \_\_\_\_\_  
June D. Fleming, City Manager

**SOUTHAMPTON COUNTY, VIRGINIA**

By: \_\_\_\_\_  
Michael W. Johnson, County Administrator

Attest:

\_\_\_\_\_  
Clerk

Attest:

\_\_\_\_\_  
Clerk