



**MUNICIPAL  
SOLID WASTE  
STAFF STUDY  
REPORT**

MEMORANDUM FOR: Holden Beach Board of Commissioners

15 February 2018

FROM: Town Manager

SUBJECT: Municipal Solid Waste Staff Study Report

**PREAMBLE and ACKNOWLEDGEMENT**

This staff study report has been compiled with extensive assistance from numerous individuals and sources referenced throughout this document. Their contributions have proven invaluable in the development of the report and are hereby gratefully acknowledged by the author.

**OBJECTIVE**

Define, refine and implement specific solid waste methodologies, practices and solutions for Holden Beach residents, property owners and visitors.

**RELEVANT FACTORS**

1. Facts:
  - a. The Town of Holden Beach receives and provides a wide variety of solid waste services ranging from traditional trash pickup to doggy waste disposal. A "Services Matrix" that details the many specifics of these services is located is at ATCH 1.
  - b. Brunswick County provides once a week year round trash pickup service to Holden Beach as part of a county wide contract with Waste Industries for trash collection. (April 2012 Brunsco/WI @ ATCH 2)
  - c. The Town of Holden Beach provides for a second trash pickup during the summer months as part of a separate contract between the Town and Waste Industries. (Feb 2017 THB/WI @ ATCH 3)
  - d. The demand for some solid waste services oscillates seasonally with the influx of visitors, while other services' demands are consistently provided throughout the year.
  - e. There is a desire by some solid waste customers for additional recycling and solid waste services. (Various external communiques @ ATCH 4)
  - f. The Holden Beach Board of Commissioners expressed an interest in determining the cost of increasing recycling and requiring all rental units to have a recycle bin. (Aug 2017 minutes @ ATCH 5)
  - g. The Town's total budget for solid waste services is approximately \$210,000.
  - h. The Solid Waste services that the Town provides are paid for from a combination of Beach, Parks, Access, Recreation, Tourism (BPART) & General Funds.

- i. Curbside recycling is paid for by property owners as a pass through the General Fund subscription service with individual payments tendered to the Town and the Town paying Waste Industries in bulk. (Fee Schedule @ ATCH 6 )
  - j. The Town does not provide bulk item removal service. (Example @ ATCH 7)
2. Assumptions:
- a. Expansion of services will be enabled by corresponding offsetting service(s) level reduction and/or an additional budget appropriation.
  - b. The Town has no control over the provision of trash pickup by Brunasco.
  - c. Rental properties might not be candidates for recycling services due to weekly turnover logistics.
  - d. Service provision improvements, refinements, modifications will be presented to Board of Commissioners as a suite of options for their consideration
3. Legal Framework enabling the provision of solid waste services: (Millonzi @ ATCH 8)
- a. A Town may require a property owner to participate in a solid waste collection service provided by the Town and charge a fee for collection.
  - b. A Town may require property owners to separate recyclables from the solid waste stream but may not require transfer of recyclables to the Town.
  - c. Town can only charge for participation in a voluntary recycling program
4. Definitions
- a. Black Trash Can – 96 gallon rollout container for household waste products. Collection services provided by combination of contracts with Waste Industries by Town and County.
  - b. “Extra” Black Trash Can Requirement - for rental properties – 1 can for each 2 bedrooms above 2 and paid for by owner directly to Waste Industries. Annual fee is \$105.84 with 838 homes having a total of 905 trashcans.
  - c. Rollback Service - provided to properties on Ocean Blvd via independent contractor to remove both trashcans and recycling cans from near ROW to underneath/adjacent residences or placed in corrals.
  - d. Corrals - A rack constructed by a property owner for the purpose of containing/securing trash and recycling cans. Corrals are located street side adjacent to ROWs.

- e. Blue Can Recycling – A 96 gallon rollout container for household recyclables provided on a subscription service by Waste Industries.
- f. Bulk Waste Containers- Large 15 cubic yard dump or 40 cubic yard roll off containers used to dispose of large amounts of waste from various non individual household locations; examples are beach accesses, restrooms, parks and other public facilities.
- g. Yard Debris Pickup – Bi Weekly Spring and Fall Convenience service offered by Town via contractor; provides for removal of individual lot (small) scale yard trimmings/prunings with specific requirements for acceptable types and preparation of materials.
- h. Pet Waste Stations – Convenience sites providing pet waste bags and disposal collection. Locations at ATCH 9.

## DISCUSSION

### 1. Problem Introduction and Background

- a. The provision of solid waste services at Holden Beach has evolved over many years as the Town has grown and added services to accommodate the desire/need to respond effectively to requisite demands. This has occurred over time in an “add on” or modular fashion without an apparent holistic review of the entire suite of solid waste services to ensure that shrink wrapped solutions were achieved.
- b. Over time it had become evident to Town Staff that a review of the interrelationships between the various elements of solid waste services at Holden Beach should be conducted in order better understand the total cost of services along with an analysis of the individual services themselves.
- c. Prior to the acquisition of the Bridgeview Park site and its formal development as a related set of recreational amenities; recycling services were provided in bulk as a drop off service available to the public at large. A 40 cubic yard “roll off” container was located in the Rothschild Street Right of Way approximately 150 feet south of its terminus with the Atlantic Intracoastal Waterway. As demand for the drop off recycling service increased a second container was added with both being relocated to a concrete pad adjacent to the water tower once the Town acquired the rest of the “Bridgeview block”.
- d. Contamination of the Recycling Center’s Bulk Waste stream had become prevalent over time as a consequence of providing a drop off recycling convenience facility in the vicinity of Bridgeview Park. Dumping of construction debris, paint, oil, electronics, etc., occurred with such frequency and volume that it had become a daily exercise for public works to remove and dispose of at the Town’s additional expense. The perception that the site was being used by off island residents was

reinforced by the fact that the Town's centrally located site was actually closer for many near island residents than the County's convenience site at Oxpen Road.

- e. Waste Industries began offering curbside recycling at Holden Beach five years ago for those that wish to pay as subscribers to the service. Initial participation was less than a hundred with the customer base now having grown to nearly four hundred.
- f. Curbside Recycling container contamination – Per Waste Industries - Placement of incompatible recyclables in individual Blue Recycling containers will increase the cost of providing the service. (Flyer at ATCH 10.)
- g. The continued growth of Bridgeview Park's recreational amenities/increased patronage coupled with the fact that the recycling convenience site had become an eyesore and safety concern in addition to individuals having the option to subscribe for curbside service were contributing factors in the Town's decision to terminate the bulk recycling service at the Bridgeview convenience center site in August/September of 2016.
- h. There is an apparent disconnect between Waste Industries trash and recycling can pick up services related to property owners' responsibility for waste container roll out/roll back and waste container corrals (THB Ordinance 50.04 "Accumulation and Collection" @ ATCH 11). This disconnect has existed to some degree for at least sixteen years (THB Jun & Jul 2001 Minutes @ ATCH 12)
- i. The provision of roll back service for properties along Ocean Boulevard is radically dissimilar in scale, scope and methodology from the few beach/local communities that provide it. Liability and risk of accessing private property without permission or authority to provide roll back services is concerning as is the appropriateness of providing a municipal service on a geographic basis without a corresponding review by the Town Attorney to ensure that a de facto municipal service district has not been established without the requisite legislative process.
- j. Yard debris pickup – Spring of 2017 transitioned to a different vendor for the provision of yard debris pickup. Use of this service prior to April 2017 had not been quantified in terms of material volumes or users. Results and data @ ATCH 13 indicate that over the course of the ten weekly pickup periods that the service was available a total of 504 customer uses were registered. Some of the 504 customer uses were by "repeat" customers but on different occasions with the majority of customers using the service once during the time period that the service has been offered since April. There is a high incidence of noncompliance by users with the yard debris preparation (bundling etc) requirements. To date the contractor has opted to overlook these violations in order to assist the Town with maintaining the Island's overall appearance but has noted the potential issues created by such

noncompliance since biomass removed from lots is chipped and recycled by the contractor for use in other "green" applications.

- k. Enforcement – Other than the obvious and immediate attention that burning of trash receives from the Fire Department and other first responders as it occurs (infrequently) - subjectively it seems that the highest attention getting solid waste compliance issue is the requirement for rental properties to have an additional garbage can for each two bedrooms above a baseline two bedrooms. Compliance with the extra can ordinance is driven by complaint or code enforcement officer coincidental observation. When a complaint about a rental property having excess trash/not enough garbage cans is received the code enforcement officer physically substantiates the basis of the complaint and administratively verifies the property's compliance with the extra can ordinance. If in violation the property owner/manager is advised in writing of the need for compliance and mechanism for remedy. The same procedure is followed when the code enforcement official has occasion to observe an apparent violation. There are no cases in pendency wherein a property owner has been notified without compliance.

- l. Other recycling;

- i. Glass

- 1. Dare County provides a governmental service that crushes glass into landscaping material (ATCH 14). This operation requires significant investment in plant, manpower and a sufficient supply of raw material.
    - 2. Glass into sand (Sample handout) is an established procedure that has been approved/permitted to provide suitable material for beach nourishment. The process has been enabled by the sandblasting industry's need for an improved medium that reduced the incidence of silica related health issues. While the product is acceptable for providing beach quality sand the logistics and economics of doing so are currently prohibitive. It takes about one dump truck of glass bottles to make a cubic yard of sand; etc.

- ii. Oyster shells

- The NC Division of Marine Fisheries has a Program (ATCH 15) that recycles oyster shells into viable oyster habitat. Drop off facilities are located throughout the state. There are several sites in Brunswick County; locally the County convenience site at Oxpen Road is designated as an oyster shell recycling site.

- iii. Christmas trees

- The use of discarded (natural) Christmas trees for dune building is a widely used practice to maintain and nourish the beach/dune system. Historically (ATCH 16) the Town has encouraged the donation of used trees. Public

Works in accordance with the advice of the local CAMA officer has placed them in and along the ocean dune system.

iv. **Earth Day Shred Events**

The Town has initiated and sponsored (ATCH 17) a couple of spring cleaning shred events where a centralized bulk shredding services was made available to Town residents. The participation in these events was low.

- m. **Communications** - The Town consistently provides widespread email communication reminders regarding the provision and details of solid waste services. In addition to walk up provision of solid waste related information the Town has established postings and links on its website detailing the specifics of solid waste services. (ATCH 18)

2. **Logic and Methodology**

- a. **Solid waste services (recycling, yard debris)** were discussed during the Town's Governing Board meetings of Feb and Apr 2017 (Minutes @ ATCH 19 and 20) wherein a new contract for Waste and Recyclables was approved and a separate arrangement for yard debris removal was approved. Staff understanding was to gather a year's worth of data resulting from bulk recycling termination and the new yard debris removal service in order to perform an optimal analysis and review.
- b. BOC agenda item Aug 17 (ATCH 21) - Specifically requested costing of increased seasonal recycle pickup frequency; requiring recycling bins for rental units, and to have Manager determine effective enforcement of extra can ordinance. – No Board action taken; however, staff understanding was to address those concerns as part of the Staff Study.
- c. **Town Manager assembled a stakeholder group (Solid Waste Working Group - SWWG)** to review the entire solid waste suite of services. Consisted of staff (Public Works, Code Enforcement, Management, Town Clerk, Parks and Recreation, Administration and Fiscal Operations) and several representative members of the community (Bonnie Cox/Beth Kerr, Ben Byrnside, Woody Tyner, Richard Weigand, MaryLou Lahren and Karen Fleischhauer.
- i. Prior to augmenting the staff with the community representatives the staff prepared the "services matrix" at ATCH 1 over a period of several months.
- ii. The full SWWG (staff and representatives) met six times October through December 2017 to:
1. Review current services

2. Conduct a "Strengths, Weaknesses, Opportunities and Threats (SWOT) assessment of the existing services (ATCH 22)
  3. Benchmark Town's services with other communities' (ATCH 23)
  4. Provide opinions, commentary and suggestions relative to solid waste services and delivery (ATCH 24).
- d. Waste Industries has provided pricing (See cost comparison at ATCH 25) for the following curbside recycling services:
- i. All Residences; Weekly, Year Round  
\$211,766
  - ii. All Residences; Weekly Summer, Bi weekly remainder of year  
\$150,884
  - iii. Individual Subscription; Weekly, Year Round  
\$39,672
  - iv. Individual Subscription; Weekly Summer, Bi weekly remainder of year  
\$28,409

#### **CONCLUSIONS, OPTIONS & RECCOMENDATIONS**

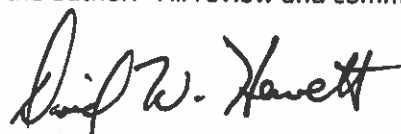
1. The logistical challenges of transportation, routes, timing and volumes associated with providing solid waste services to the Town of Holden Beach are most prevalent during tourist season.
2. The diseconomies of providing same are most obvious in the off season.
3. Town could provide solid waste (garbage) service via an enterprise fund and charge properties/residents for the service. Program cost estimates have not been obtained for this scenario but realistically could be readily estimated.
4. Town may not compel or charge for participation in a recycling service provided by Town and may not be include same as part of costing the provision of other solid waste services.
5. Town could pay for year round or a combination weekly/bi weekly seasonal recycling services to all residences that would substantially increase its existing level of service and relative costs by approximately \$150,000-\$210,000. The appropriate source (General/BPART Funds/other enterprise) would have to be determined by the Board of Commissioners.
6. Alternatively the current voluntary bi weekly recycling service could be expanded to a weekly or combination seasonal weekly/biweekly service at the expense of the individual subscriber by an increase of \$20 to \$50 annually. Annual subscriptions



were recently renewed 1 January 2018. It is unknown how many existing bi weekly subscribers would participate in and pay for an increase in service levels. It is assumed that the prudent approach would be to implement a change in service coincidental with the Jan 2019 renewal cycle. The Board of Commissioners would also have to approve such service provision amendment and any corresponding fee increase.

7. The Yard Debris service appears to be used more than previously considered. While the participants overall compliance with debris preparation requirements is sorely lacking it is believed that this issue can be effectively managed by communicating directly with the customers of record now that the Town's contractor has noted specific user locations and compliance shortcomings.
8. The provision of roll back services to properties along Ocean Blvd appears to be an obsolete practice predicated on questionable, outdated justifications and inequitable application in addition to having the potential for increasing the Town's liability exposure. It is recommended this service be discontinued.
9. The ordinance provision for solid waste container corrals adjacent to the right of way is as much of a safety concern as loose cans due to the potential for the corrals to become storm detritus projectiles and their visual cluttering/camouflaging effect near streets. It is recommended the basic intent of this ordinance which is to secure waste receptacles underneath/adjacent to homes be reinforced by removal of the corral provision as an acceptable means of storing/securing waste receptacles.
10. Opportunities exist administratively to formally apprise new owners of the extra can ordinance as part of their water/sewer services sign up.
11. While there appears to be some demand for curbside bulk item disposal services it is management's opinion that this function is one best suited to the private sector as an individual property owner's responsibility. Recommendation of "preferred" service providers may be more appropriately performed informally or potentially by the various property owners' associations.

In closing; it has been management's intent to provide as thorough a review of the Town's Solid Waste services as possible while capturing sufficient detail that will provide for informed decision making by the Holden Beach Board of Commissioners. As such; any errors, omissions or controversy caused by or with the information, initiatives or proposals set forth herein are accepted as the sole responsibility of the author. All review and comments are welcome.

  
David W. Hewett

# List of Attachments

Atch #	Description
1	Services Matrix "Services Contract"
2	Brunswick County/Waste Industries Contract 16 Apr 2012
3	Holden Beach/Waste Industries Contract 21 Feb 2017
4	Bryan Itrs/Aichele email
5	THB minutes Aug 2017
6	THB Fee Schedule
7	Bulk item pic
8	Milonzi SOG UNC opinion 2 Oct 2017
9	Pet Waste Station Locations
10	Waste Industries Flyer
11	THB sollid waste ordinances; 50.01-50.99
12	THB Jun/Jul 2001 minutes
13	Yard Debris Contractor Data Apr, May, Oct, Nov, Dec 2017
14	Dare County Glass Recycling Info
15	NC DMF Oyster Shell Recycling Program Info
16	THB email blast Christmas Tree Recycling
17	THB Earth Day Shred Event Flyer
18	Examples THB newsletters, website content & link
19	THB minutes Feb 2017
20	THB minutes Apr 2017
21	BOC Agenda items August 2017
22	SWOT Analysis Matrix
23	Services Benchmarking Matrix
24	Working Group Comments
25	Cost Comparison of Waste Industries Cost Quotes

# Solid Waste Contract

Services	Customers #s, types	Frequency	Manpower	Machine	Methods	Budgets	Other
Black Can Trash	2435 households 1st can part of county contract  additional purchased through Waste Industries	Tue=12mo+Sa=sumr	WI	W/Compactor	Contract	Tues=Brunsko Sat=BPART \$66,172 GF-Sanitation	can ids trash can "theft"  Corral ordinance Rental Unit extra  can ordinance "1 per 2 bedroom"
Black Can Rollback	OBW only # of clients ? "Rentals"	Tue=12mo+Sa=sumr	Contractor	Contractor Equipment	Contract	\$33,675	
Yard waste p/up	2435	2 per Mar, Apr, May Oct, Nov, Dec 2nd/4th Fridays	Contractor	Contractor	Contract	\$14,610	PW gets service calls (catering) code enforcement issues
Blue Can Recycling	377 subscribers	1x/two weeks	WI	W/Compactor	Contract	GF-\$20,358 total Town - \$2,262 WI - \$18,096	Inadequate for rentals; missed p/ups
Bulk	Scotch Bonnet EOC	As needed weekly	WI	40 yd rolloff 15 yd dump HB truck	Contract PW collects	GF-Sanitation \$25k	Sailfish, Sandollar, PAR, Halsead, Jordan, Dog Park 2 Restrooms
Strand + Access	Public & Private 100 cans on strand 24 road accessways/ parks	Once/day in Summer off season	contractor Memorial Day to Labor Day 16 man hours	contractor HB truck	Contract PW collects	\$41,454 \$9,198.72	Majority from strand accesses
Pet Waste Stations	General Public	summer off season	contractor PW	contractor Fixture & Supplies	Contract PW Mx PW stocks	cost included in strand and access collection	BPART 14 stations # of bags per year <i>\$29608/year</i> <i>JH</i>

## **SOLID WASTE COLLECTION, TRANSFER AND DISPOSAL AGREEMENT**

THIS SOLID WASTE COLLECTION, TRANSFER AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this 16th day of April, 2012 by and between BRUNSWICK COUNTY, NORTH CAROLINA, a political subdivision organized and existing under the laws of the State of North Carolina (the "County"), and WASTE INDUSTRIES, LLC, a North Carolina limited liability company ("WI").

### **RECITALS**

A. The County and WI are parties to a Solid Waste Collection, Transfer and Disposal Agreement dated March 16, 1998, as amended (the "Original Agreement"), providing for (i) the collection of residential solid waste, (ii) management of County-owned convenience sites, (iii) hauling from convenience sites, (iv) provision of equipment, and (v) operation of the County-owned transfer station located at 170 Landfill Road NE, Bolivia, North Carolina 28422 (the "Transfer Station").

B. The County and WI desire to amend and restate the Original Agreement in its entirety as set forth herein.

### **AGREEMENTS**

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Services to be Performed by WI.** WI agrees to provide and perform the following services (the "Services"):

1.1 **Residential Curbside Collection.**

1.1.1 **Customer Base.** Contract pricing is based upon an estimated 78,000 Customers and the participation of all municipalities within the County.

1.1.2 **Service Frequency.** WI will provide residential curbside collection service ("Residential Services") on a scheduled basis once per week per customer.

1.1.3 **Carts.** WI will furnish each residential Customer with one 96-gallon roll-out cart, which shall be accompanied with an information packet, approved by the County. WI will be responsible for repair or replacement of the cart due to normal use. WI will provide up to 300 carts per year for replacement of carts lost as a result of theft or abuse. The County will provide that each customer shall bear the responsibility for the proper care, custody, control, safekeeping and use of the carts while on the individual customer property. The County will be responsible for replacement of all carts damaged or lost due to abnormal use, abuse or theft beyond the aforementioned 300 carts per year. WI will sell such

additional carts to the County at a rate of \$70 each. In addition to the aforementioned 300 carts per year, WI agrees that any carts collected or removed from curbside collection service routes will be credited back to the County as replacement carts.

1.1.4 Basic Service Level. WI will collect Municipal Solid Waste, excluding Yard Waste, from one 96-gallon cart per week per customer. "Excluded Waste", as defined in Section 20.12 of this Agreement is prohibited, and collection of Excluded Waste is not a part of the Services provided under this Agreement. Carts must be placed at the curbside by 6:00 a.m. on the day of collection. WI will make exceptions to the curbside policy for customers who are physically unable to roll their carts to the curb (i.e., physically disabled, elderly, etc.). WI will require proof of such disabilities and will have the sole discretion in granting exceptions to the curbside policy.

1.1.5 Additional Service. Individual residential customers will be able to contract with WI for additional carts to be serviced on regularly scheduled collection days for a fee of \$6.42 per cart per month. These rates will be reviewed annually as part of the Annual Price Adjustment as described in Section 2.6 of this Agreement, and will be adjusted accordingly.

1.1.6 Service Accessibility. WI requires fully accessible right of way sufficient to accommodate the size and weight of its route vehicles, and will not be responsible for any damage to roads that may occur as a result of providing the Services unless caused solely by the negligence or willful misconduct of WI, its employees or contractors, or WI's breach of this Agreement.

1.2 Convenience Sites. WI will provide equipment, personnel, and management to operate four (4) manned convenience sites located on County-owned and designated sites (the "Convenience Sites"). It is the responsibility of the County to ensure that the Convenience Sites are designed to meet all Federal, State and local regulations, provide sufficient operational access, and accommodate all equipment necessary to perform the Services related to the Convenience Sites. All materials delivered to the Convenience Sites shall become the property of WI, with the exception of white goods/scrap metal, tires and items in the swap shops. These materials may be amended as needed in the future to accommodate new recycling opportunities or new landfill bans, etc.

1.2.1 Site Locations. To be designated by the County and reasonably acceptable to WI.

1.2.2 Hours of Operation. Convenience Sites will be open Mondays, Wednesdays, Fridays and Saturdays from 8:00 a.m. to 6:00 p.m. WI personnel will staff the Convenience Sites during all hours of operation.

1.2.3 Materials Accepted. Convenience Sites will be designed to accept MSW, C&D Waste, Yard Waste, Brown Goods, White Goods and comingled Recyclable

Materials from customers with a maximum load size being a standard pick-up truck bed load. Excluded Waste will not be accepted at the Convenience Sites. A more detailed list of accepted materials is included as Exhibit A and may be amended as needed in the future to accommodate new recycling opportunities or new landfill bans, etc.

1.2.4 Equipment. WI will provide containers sufficient in size and configuration to efficiently accommodate the volume of each type of waste and recyclable material delivered to the Convenience Site.

1.2.5 Site Clean-up. Convenience Site clean-up (i.e., trash/litter clean-up, mowing, keeping vegetation from growing on fencing, etc.) will be responsibility of WI.

1.2.6 Utilities. Payment of charges for utility services at the Convenience Sites will be the responsibility of WI.

1.2.7 Site Maintenance. Site maintenance (i.e., road maintenance, erosion control, septic tanks, fencing, etc.) will be the responsibility of the County.

1.2.8 Security. Proper security lighting and fencing will be provided by the County. The County will exercise its best efforts to cause the Convenience Sites to be part of routine patrol by the Brunswick County Sheriff's Department in an effort to contribute to the safety of site attendants. No firearms will be permitted at the Convenience Sites.

1.2.9 Fees. Except with respect to Recyclable Materials (as defined herein) and White Goods, or any material removed from the site by another vendor, such as tires. WI will charge a fee for all waste material collected at the Convenience Sites. Fees will be collected from individuals or entities delivering materials to the Convenience Sites prior to allowing materials to be deposited into containers. The fees will be structured as set forth in Exhibit A attached hereto (the "Convenience Site Fees"). WI will invoice the County for roll-off hauls of White Goods and comingled Recyclable Materials (the "Convenience Site Hauls").

1.2.10 Recyclable Materials. WI supports the County's desire to encourage recycling throughout the County. To assist in this effort, the following recyclable materials ("Recyclable Materials") will be accepted at the Convenience Sites at no charge to the individuals and entities delivering such materials:

- Corrugated cardboard
- Newspaper
- Magazines
- Brown glass
- Green glass

- Clear glass
- Plastic containers (#1 - #7)
- Metal food cans

WI will retain any revenues generated from the sale of recyclable materials, but will document the amounts recycled for the County's needs to document the waste stream reduction in a format that can be utilized by the County. In the event Federal or State regulations require further waste stream reduction, WI will cooperate with the County in meeting its goals and will assist the County with planning and permitting alternatives to the system outlined herein. The above material list may be amended as needed in the future to accommodate new recycling opportunities or new landfill bans, etc.

1.2.11 Personnel. Site attendants will be responsible for collecting fees from individuals or entities delivering material to the site. Attendants will assist individuals or entities using the site, encourage individuals and entities to utilize the recycling options available, make certain materials are placed in the proper disposal containers, answer questions about solid waste and recycling programs or direct individuals or entities to the Solid Waste Department for assistance. Attendants will distribute County provided brochures, flyers, etc. to individuals and entities using the site. Attendants will assist with ensuring the site is kept clean & litter free and notify the County of repairs that need to be made. The County will also assist in training attendants on County programs and appropriate information to distribute.

1.2.12 Building Maintenance. The Attendant's building is the property of WI and therefore building maintenance will be responsibility of WI.

1.3 Convenience Site Material Hauling. Hauling of materials collected at the Convenience Sites is an integral part of this Agreement and will be provided and performed by WI, with exception of tires for which no fee is collected and another vendor provides the container and transportation. Other exceptions may be made in the future with approval from WI and the County.

1.4 Transfer Station Operation. WI shall operate the Transfer Station in material conformance with all applicable laws and regulations, which shall be used for the sole purpose of handling MSW contemplated in this Agreement. The County will be responsible for ensuring that the Transfer Station is in compliance with all Federal, State and local regulations regarding design and construction of the facility throughout the Term of this Agreement. Should there be any violation as a result of WI's activity or operation of the Transfer Station, all costs associated with such violation and any attendant fines or fees assessed against the County will be reimbursed to the County by WI. All waste other than Excluded Waste delivered to the Transfer Station shall become the property of WI.

1.4.1 Equipment. WI will provide and maintain all equipment necessary to the operation of the Transfer Station, including, but not limited to:

- One bucket loader to work the tipping floor and load MSW into the transfer trailers;
- One backhoe for leveling and tamping materials in trailers; and
- One yard-dog tractor for trailer staging.

1.4.2 Personnel. WI will staff the Transfer Station with a supervisor, a loader operator and a driver to stage trailers. All personnel will wear uniforms and display name tags.

1.4.3 Recycling. WI may, but is not obligated to, remove recyclables from waste materials received at the Transfer Station. In the event WI elects to remove recyclables, WI shall be entitled to retain all revenues, if any, derived from the sale of such recyclables. None of the materials listed in Section 1.2.10 above will be intentionally disposed of as MSW.

1.5 Transfer and Disposal of MSW. WI will be responsible for transportation of all MSW processed through the Transfer Station. All MSW collected at the Transfer Station will be disposed of in a certified facility meeting all Federal, State and local laws and regulations. WI's affiliate is the owner of a lined Subtitle D facility in Sampson County, North Carolina that meets all such requirements and is certified to handle not less than 5,000 tons per day.

1.6 Resolution of Incomplete or Inadequate Service. WI has and will maintain a telephone number that is local to all areas of the County or will provide some form of toll-free number during the Term of this Agreement. WI will maintain a log of all complaints received and the remedies for such complaints. Upon the reasonable request of the County, WI will furnish such log to the County.

## 2. CONTRACT PRICES.

2.1 Residential Contract Price. The contract price for residential curbside collection is based on the conditions set forth in Section 1.1.1 of this Agreement, and shall be calculated on a basis of \$11.66 per month per cart, pro-rated to actual service delivery (the "Residential Contract Price"). In the event that any of the conditions set forth in Section 1.1.1 of this Agreement are not met, the County agrees to pay WI an adjusted price based upon the extent of the altered conditions and the impact such altered conditions have on WI's operating costs. The adjusted price will be negotiated utilizing the methods described in Section 15 of this Agreement.

2.2 Cart Count. The parties acknowledge that the current cart count is approximately 78,000. For billing purposes, adjustments to the cart count will be made on a monthly basis as carts are added or removed. The County must authorize any additions or deletions of carts, pro-rated for actual usage. WI will document new or changed dumpster services and carts collected



or removed from curbside collection routes monthly for the County's authorization and billing purposes.

2.3 Convenience Site Contract Price. The contract price for Convenience Site Hauls is \$119.82 per roll-off haul (the "Convenience Site Contract Price").

2.4 Payment. WI will invoice the County for Services performed on a monthly basis. The County agrees to make payment to WI within 30 days of the invoice date.

2.5 Annual Price Adjustment. The parties acknowledge and agree that the Residential Contract Price and Convenience Site Contract Price. (collectively, "Base Contract Prices"), as well as fees for additional service under Section 1.1.5, Convenience Site Fees, and any other fees payable under this Agreement, will be adjusted annually on July 1 (the "Annual Price Adjustment"), with the first such adjustment occurring on July 1, 2013. In the event the number of new addresses added and approved during the calendar year prior to the annual adjustment is 2,000 or less, the Residential Contract Price will be adjusted by 75% of the Consumer Price Index for all urban consumers, United States Average, All Items and as calculated by the United States Department of Labor, Bureau of Labor Statistics (the "CPI") based on the 12 month period ending in March preceding the adjustment date. If there are greater than 2,000 new addresses added in such year, the adjustment to the Residential Contract Price will be calculated as 50% of the CPI. All contract prices and fees payable under this Agreement may also be adjusted from time to time pursuant to Section 11.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COUNTY. The County represents, warrants and covenants as follows:

3.1 Existence and Good Standing. The County is validly existing as a political subdivision in good standing under the laws of the State of North Carolina.

3.2 Approval and Authorization. The County has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to various enabling sections of the North Carolina General Statutes. The County's Board of Commissioners has duly authorized the execution and delivery of this Agreement and the County's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms.

3.3 No Litigation. There is no action, suit or proceeding pending or, to the best of the County's knowledge and belief, threatened against or affecting the County, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein.

3.4 Continuing Obligation. This Agreement pertains solely to a public purpose which the County is authorized by law to engage in. To the extent allowed by law, the County's obligations under this Agreement are continuing and bind all future County boards or other

governing bodies, during the Term of this Agreement, to make all necessary appropriations and take all necessary actions to meet these obligations.

3.5 Covenant for Delivery of Waste. The County covenants and agrees that, to the extent allowed by law and contract, it will deliver or cause to be delivered all MSW generated in the County to the Transfer Station for transport by WI to a Disposal Facility; provided, however, that Special Waste may be transported directly to a Disposal Facility, bypassing the Transfer Station, upon prior written approval by WI. To the extent necessary to fulfill this covenant and to the extent allowed by law, the County will adopt all necessary solid waste management plans and solid waste management agreements with all municipalities within the County, in order to obligate, to the extent allowed by law, all of the County's MSW to be delivered to the Transfer Station and transported to a Disposal Facility. To the extent allowed by law, the County shall (i) exclusively use the Transfer Station for disposal of the County's MSW, (ii) not contract with any other person or entity for MSW services which are the same as or similar to those provided by WI hereunder, and (iii) not establish, operate or allow the establishment or operation of a solid waste management facility within the County offering the same or similar services as those provided by WI. Notwithstanding anything to the contrary set forth herein, nothing herein shall prohibit the County from building and operating its own landfill for the disposal of waste other than MSW, or undertaking plans near the conclusion of this Agreement to meet its future solid waste requirements, up to and including plans for a disposal facility that will meet future requirements for the construction of a permitted landfill. Any change in controlling legislation that would require the County to reduce its solid waste production by whatever means shall not void this Agreement, impose any penalty on the County or prevent the County from meeting its obligations herein.

3.6 Statements. No statement, information, representation or warranty of the County contained in this Agreement or furnished by or on behalf of the County in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

3.7 Covenant Regarding Curbside Recycling Program. If during the term of this Agreement, the County establishes a County-wide curbside recycling program and WI is the vendor for such program, the parties will negotiate a mutually-acceptable program of converting to a separated collection fee and disposal fee (based on tonnage). Until such time, as the County establishes a County-wide curbside recycling program, upon request of the County WI will offer on an individual basis a voluntary contract for curbside recycling collection to County residents.

3.8 Technological Advances. In the event that, after the first twenty-four months of this Agreement, there are technological advances in disposal that the County desires to pursue other than in landfilling or conventional incineration, the County may provide twelve months notice of termination of solely the disposal portion of this Agreement in favor of such technology, provided that the County provides WI with the right of first refusal to develop, manage and/or operate such process for the County.

4. REPRESENTATIONS AND WARRANTIES OF WASTE INDUSTRIES. WI represents and warrants as follows:

4.1 Existence and Good Standing. WI has been duly organized and is validly existing and in good standing under the laws of the State of North Carolina.

4.2 Approval and Authorization. WI has all limited liability company power and authority to enter into and fully perform this Agreement. WI's execution and delivery of this Agreement and WI's performance of all of its duties and obligations contained herein have been duly authorized by all necessary company action on the part of WI, and this Agreement, subject to any approval required by any applicable statute, is enforceable against WI in accordance with its terms.

4.3 No Litigation. There is no action, suit or proceeding pending or, to the best knowledge and belief of WI, threatened against or affecting WI at law or in equity or before any federal, state, municipal or other governmental department wherein any decision would materially adversely affect the transactions contemplated herein.

4.4 Compliance with Laws. WI covenants and agrees that, in the operation of the Transfer Station, WI will comply in all material respects with any and all federal, state and local laws applicable to WI concerning the operation of the Transfer Station for the disposal of waste, subject to WI's right to contest in good faith the interpretation, application and enforcement of any such laws.

5. CONTROL OVER OPERATIONS. WI shall have full, complete and sole control and direction over all aspects of its business and operation as contemplated under this Agreement. WI will provide, at the County's reasonable request, annual reporting data to assist the County in fulfilling its mandated annual reporting requirements.

6. TERMS AND CONDITIONS.

6.1 Term. The term of this Agreement shall commence on the date of execution of this Agreement and extends through June 30, 2019. Upon execution, this Agreement will amend and restate the Original Agreement in its entirety.

6.2 Termination. In addition to the other terms and conditions of this Agreement, WI may, but is not required to, terminate this Agreement upon (i) a breach by the County of this Agreement by the failure to make any payment required hereunder, (ii) an event of Force Majeure that continues unabated for a period of 30 days and which, in WI's reasonable discretion, renders the construction, operations or maintenance of the Transfer Station non-feasible for any reason, (iii) any breach or default of this Agreement by the County pursuant to Section 8 hereof, (iv) any court of competent jurisdiction determines that any or all of the exclusivity provisions of Section 3.5 are unenforceable, or (v) to the extent allowed by law and contract, the County does not exclusively use the Transfer Station for the disposal of the County's MSW, or contracts with any other Person for the provision of services the same or

similar to those provided by WI. WI agrees that it will provide 30 days notice of termination to the County only if termination is based on a breach of this Agreement by the County or on an event of Force Majeure. If such breach is cured or event terminates within the 30 day period, the notice of termination will be of no effect and this Agreement will remain in full force and effect. Notwithstanding the above or any other provision of this Agreement, if the County breaches this Agreement by failure to make any payment, WI may terminate this Agreement after prior written notice giving the County 30 days to cure such breach.

6.3 Materiality of Obligation. The obligation of WI to dispose of all of the County's MSW is an integral part of this Agreement. WI's obligation to provide waste disposal shall be a continuing obligation, and an uncured breach thereof shall subject WI to remedies for default as provided in Section 8 hereof. Without limitation, the obligations of the County to the extent allowed by law and contract (i) deliver or cause to be delivered all of the County's MSW to the Transfer Station for disposal at the Disposal Facility, and (ii) pay any fee when due under this Agreement are integral and material parts of this Agreement. The County's obligations, without limitation, shall be continuing, and an uncured breach thereof shall subject the County to remedies for default as provided in Section 8 hereof. The specific enumeration of the above obligations as material under this Agreement does not exclude other obligations from also being considered material.

## 7. INDEMNIFICATION.

7.1 Indemnification by WI. Conditioned on the County being able under North Carolina law to provide WI indemnification as provided in Section 7.2 below, WI agrees to indemnify and save harmless the County, its officers, employees and agents from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) ("Indemnified Costs") caused by or resulting from any negligent or willful act or omission of WI, its officers, employees, agents or contractors in connection with WI's operation of the Transfer Station, or resulting from the breach by WI of any of the agreements, representations or warranties of WI contained in this Agreement; provided, however, that WI shall not indemnify the County or any of its officers, employees and agents from any Indemnified Costs to the extent caused by or resulting from any negligent or willful act or omission of the County or any of its officers, employees, agents or contractors, or any breach by the County of any agreement, representation or warranty of the County contained in this Agreement. WI shall maintain and provide proof of adequate liability insurance, workers' compensation insurance and automotive insurance, with a minimum of \$1,000,000 general liability (each occurrence). The indemnity obligation of WI under this Section 7.1 shall survive the expiration or termination of this Agreement subject to any applicable statute of limitations.

7.2 Indemnification by the County. To the extent allowed by North Carolina law, the County agrees to indemnify, defend and save harmless WI, its officers, employees and agents from any Indemnified Costs caused by or resulting from any negligent or willful act or omission

of the County, its officers, employees, agents or contractors or resulting from the breach by the County of any agreements, representations or warranties of the County contained in this Agreement; provided, however, that the County shall not indemnify WI, its officers, employees and agents from Indemnified Costs to the extent caused by or resulting from any negligent or willful act or omission of WI, its officers, employees, agents or contractors, including, without limitation, any such act or omission in connection with WI's operations of the Transfer Station, or any breach by WI of any agreement, representation or warranty of WI contained in this Agreement. The indemnity obligations of the County under this Section 7.2 shall survive the expiration or termination of this Agreement subject to any applicable statute of limitations.

## 8. DEFAULT REMEDIES.

8.1 Breaches. A breach of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement. A breach shall also consist of a failure of performance that occurs twice within a two week period without a lawful excuse or justification.

8.2 Events of Default. An event of default shall include, but not be limited to the following:

8.2.1 (a) voluntarily commencing any proceeding or filing any petition seeking relief under the United States Bankruptcy Code or any federal, state or foreign bankruptcy, insolvency or similar law, (b) consenting to the institution of, or failing to have dismissed within 60 days of filing, any such proceeding or filing of any such petition, (c) applying for or consenting to the appointment of a receiver, trustee, custodian, sequestrator or similar official for a substantial part of its property, (d) filing an answer admitting the material allegations of a petition filed against it in any such proceeding, or (e) making a general assignment for the benefit of creditors;

8.2.2 The commencement of an involuntary proceeding or the filing of an involuntary petition in a court of competent jurisdiction seeking (a) relief under the United States Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency or similar law; or (b) the appointment of a receiver, trustee, custodian, sequestrator or similar official and such petition shall continue undismissed for 120 days, or (iii) an order or decree approving or ordering any of the foregoing shall continue and stays in effect for 60 days; or

8.2.3 A breach of this Agreement by WI or County, which breach is not cured pursuant to this Agreement.

8.3 Right to Cure Breaches. Except as otherwise provided in this Agreement, each party shall in the case of a breach of its obligations under this Agreement either (i) cure the breach within 30 days of receipt of written notice from the non-breaching party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action which can reasonably be expected to lead to a curing of the breach (the 30-day

period will be extended for so long as the breaching party is actively and continuously pursuing such a course); provided, however, that:

- 8.3.1 in the event of the failure of any party to this Agreement to pay the other party or parties any sum or dollar amount required to be paid when due hereunder, cure shall consist of payment which shall be made within 30 days of written demand from the non-breaching party.
- 8.3.2 in the event that WI unreasonably rejects non-excluded waste from disposal at the Transfer Station or Disposal Facility, then cure shall consist of immediate action by WI to remedy this practice within thirty (30) days or such additional time as may be reasonably necessary to cure, provided that WI is actively and continuously pursuing a course of action which will reasonably lead to a curing of the breach. In the event that a curing of the breach shall not have occurred, then the matter will be referred for mediation.

#### 8.4 Remedies for Default.

- 8.4.1 in the event of a default under this Agreement, the non-defaulting party shall, upon 5 days prior written notice to the defaulting party, have the right, but not the obligation or duty, to cure such default, including the right to offset the costs of curing the default against any sums due or which becomes due to the defaulting party under this Agreement. In any event, such costs shall be considered Indemnified Costs. The non-defaulting party shall use its best efforts to employ an economically reasonable method of curing any such default, including the right to take over the operation of the service, providing a minimal fee for the cost of such use, until such time as the defaulting party cures or terminates to allow the non-defaulting party to seek service provision elsewhere.
- 8.4.2 if any event of default occurs and is not cured in the manner allowed hereunder, then the non-defaulting party shall have the right, but not the obligation, to (i) take whatever action at law or in equity that it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement or to enforce performance of any covenant or obligation of the breaching party under this Agreement, and/or (ii) terminate this Agreement.
- 8.4.3 All rights and remedies under this Section are cumulative and the exercise of any one remedy does not preclude the exercise of one or more of any other available remedies, including any remedies not specified herein.

9. **NOTICES.** All notices or other communications to be given hereunder shall be in writing and shall be by registered or certified United States mail, return receipt requested, properly addressed as follows:

To the County: Brunswick County  
Post Office Box 249  
Bolivia, NC 28422-0249

Attention: County Manager

To WI: Waste Industries, LLC  
2809 Galloway Road  
Bolivia, NC 28422

Attention: Greg Brinkley

Change of address by either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery upon the third (3<sup>rd</sup>) regular business day following the day on which such notice or other communication is deposited with a United States post office or branch post office or upon actual delivery as shown by the return receipt, whichever first occurs.

10. **ASSIGNMENT.** Neither party shall assign, transfer or delegate, or permit the assignment, transfer or delegation of, this Agreement or any right or duty hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld.
11. **FORCE MAJEURE.** In the event WI or the County is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then, in addition to the other remedies provided in this Agreement, the obligations of WI or the County 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 WI or the County intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, WI or the County shall notify the other party to this Agreement 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. If an event of Force Majeure materially and adversely increases WI's cost of construction, operation, or maintenance of the Transfer Station, WI may, in addition to its other remedies, request the consent of the Board to increase the fees and contract prices set forth herein to the extent necessary to offset the increase in such costs of construction, operation or maintenance, which consent shall not be unreasonably withheld.
12. **INDEPENDENT CONTRACTOR; NO AGENCY.** WI will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is neither an agent of WI nor empowered or authorized to obligate WI in any way.
13. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, unconstitutional, or

unenforceable in any respect, such invalidity, illegality, unconstitutionality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, unconstitutional or unenforceable provision had never been contained herein, provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal or enforceable. Notwithstanding the above, if the term of this Agreement is held to be invalid, illegal, or unenforceable in any respect, then the term of this Agreement shall automatically be the maximum valid and legal term allowed by applicable common or statutory law.

14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
15. **MEDIATION.** All claims or disputes arising between the parties to this Agreement which relate to this Agreement or breach thereof shall be resolved as follows:
  - 15.1 The parties shall first attempt to negotiate in good faith to resolve any claim or dispute;
  - 15.2 If unsuccessful, the parties shall then refer the matter for a mediation procedure. Each of the parties herein shall nominate two members, and the fifth member of the mediation board shall be agreed upon by the parties, provided that the fifth nominee shall have been certified by the North Carolina Rules of Mediated Settlement Conferences, and in the event of no agreement, the fifth nominee shall be appointed by the Clerk of Superior Court of Brunswick County and shall be qualified as above.
  - 15.3 If not resolved as provided in Section 15.1 and/or Section 15.2 above, any dispute or claim related to this Agreement may be litigated by the parties.
16. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
17. **CONSTRUCTION.** Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms, corporations, or other entities. The terms "herein", "hereunder", "hereto", "hereof", and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the date of this Agreement. This Agreement is the result of joint negotiations and authorship and no part of this Agreement shall be construed as the product of any one of the parties hereto.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the County and WI, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect



to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

19. **COUNTERPARTS.** This Agreement may be executed in two counterparts, each of which will be considered an original.
20. **DEFINITIONS.** The following definitions shall apply in this Agreement.
  - 20.1 **Agreement:** This Transfer and Disposal Agreement between the County and WI.
  - 20.2 **Board:** The Board of County Commissioners of Brunswick County, North Carolina.
  - 20.3 **Brown Goods:** Bulky household items, including furniture, but excluding Yard Waste and C & D Waste.
  - 20.4 **Brunswick Solid Waste:** Solid Waste generated within Brunswick County which is collected or delivered to the Transfer Station by the County, or the agents, franchisees or contractors of the County.
  - 20.5 **Brunswick Special Waste:** Special Waste collected or delivered to the Transfer Station by the County, or the agents, franchisees or contractors of the County.
  - 20.6 **C&D Waste:** Non-putrescible construction or demolition materials, as defined by North Carolina laws and regulations on the date of this Agreement.
  - 20.7 **Customer:** A single residential dwelling unit or single commercial business utilizing a 96 gallon roll-out cart.
  - 20.8 **DENR:** The Department of Environmental and Natural Resources of the State of North Carolina, including any successor department or agency performing the same or similar duties.
  - 20.9 **Disposal Facility:** The solid waste disposal facility will be a Subtitle D Landfill or other disposal facility which has received all necessary state and local authority.
  - 20.10 **Effective Date:** The date that this Agreement shall become effective, occurring upon the later of Board approval and the execution of this Agreement.
  - 20.11 **Environmental Law:** 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.
  - 20.12 **Excluded Waste:** Highly flammable substances, hazardous waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, or any other waste

excluded by any applicable Environmental Law or excluded by any of the terms and conditions of any permits, licenses or approval obtained with respect to the operation of the Transfer Station or Disposal Facility. This term shall also include such other waste material which the operators of the Transfer Station or Disposal Facility find, upon the reasonable exercise of their discretion, to pose an unreasonable risk or danger to the operation or safety of the Disposal Facility, Transfer Station, Transfer Vehicles, or the environment. This term shall also include other waste material which DENR has banned from disposal in Landfills, such as, used oil, yard debris, white goods, antifreeze, aluminum cans, whole tires, batteries, ABC beverage containers, oil filters, recyclable rigid plastic containers (that have a neck smaller than the body of the container), wooden pallets (except when mixed in construction waste), oyster shells, computer equipment/electronics, televisions, fluorescent lights and thermostats containing mercury (banned from unlined landfills).

- 20.13 **Force Majeure:** Any act, event or condition reasonably relied upon by WI or the County as justification for delay in or excuse from performing or complying with any obligation, duty or agreement required of WI or the County under this Agreement, which act, event or condition is beyond the reasonable control of WI or the County or its agents relying thereon, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire explosion, storm, flood or similar occurrence; (ii) interference by third parties with any solid waste, transfer or disposal operations or any other duties of WI or the County; (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) the order or judgment (including, without limitation, a temporary restraining order, temporary injunction, permanent injunction, or cease and desist order) or other acts 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 Agreement to less than the term as set forth in Section 6 of this Agreement or which stays, invalidates, or otherwise affects this Agreement with respect to the delivery of waste, (vi) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required to operate the Disposal Facility or Transfer Station which does not result from any negligent or willful act or omission of WI or the County, (vii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the Effective Date hereof, applicable to the County, the Disposal Facility, the Transfer Station, WI or WI's subcontractors, adversely affecting the obligations of WI and/or WI's subcontractors hereunder, including, without limitation, such changes which have a substantial, material and adverse effect on the cost of constructing, operating or maintaining the Disposal Facility or Transfer Station beyond what is incurred and contemplated as of the Effective Date; (viii) 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 aspect of the construction or operation of the Transfer Station, including, without limitation, comments on or challenges to the consideration or issuance of any permit, license or other approval required to construct or operate the Transfer Station, or (ix) if WI is for any reason (other than any reason


resulting from WI's 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 Agreement, as may be from time to time adjusted, and any other payments that may become due and owing under this Agreement.

- 20.14 **Hazardous Waste**: 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 current and future regulations promulgated thereunder.
- 20.15 **Jurisdiction**: The political boundary of Brunswick County.
- 20.16 **Municipal Solid Waste or MSW**: Non-hazardous durable and non-durable goods, containers and packaging, food scraps, yard trimmings, and various inorganic wastes from household, commercial, institutional, and industrial sources. MSW is distinct from other waste categories defined by the U.S. Environmental Protection Agency, such as Hazardous Wastes and Industrial non-hazardous waste.
- 20.17 **Person**: Any individual, partnership, firm, organization, corporation, association or any other legal entity, public or private, whether singular or plural, masculine or feminine, as the context may require.
- 20.18 **Solid Waste**: Any solid wastes which may be disposed of in sanitary landfills, including, without limitation, garbage, refuse, trash, C&D Waste, and other discarded material, whether from residential, commercial, industrial or institutional sources, which wastes are typically found in household, commercial or municipal refuse, but not including any Special Waste, Yard Waste or Excluded Waste.
- 20.19 **Special Waste**: Any waste which, in the reasonable opinion of WI, requires special or exceptional handling or requires approval from DENR for disposal, including, without limitation, any material other than that which is typically found in household, commercial or municipal refuse; industrial waste; medical waste; ashes; sludge; residue from incineration; dredging wastes; tires; White Goods and asbestos. This term excludes nuclear and hazardous waste.
- 20.20 **Ton**: 2,000 (Two thousand) pounds.
- 20.21 **White Goods**: All major appliances, such as refrigerators, washing machines, dryers, dish washers, etc., that are presently accepted for disposal by Brunswick County.
- 20.22 **Yard Waste**: Stumps, trees and vegetative matter resulting from landscaping maintenance, such as leaves, grass, limbs and trimmings.

IN WITNESS WHEREOF, the County and WI have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

BRUNSWICK COUNTY, NORTH CAROLINA

William Sue  
William Sue, Chairman  
Brunswick County Commissioners

ATTEST:  
 Clerk to the Board

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

By: CR. Harvey  
Director of Fiscal Operations

WASTE INDUSTRIES, LLC

By: Phonar A. Womstead  
Name:  
Title: Secretary

ATTEST:  
By: Gloria Per

(Corporate Seal)

**Exhibit A  
Convenience Site Fees**

<b>Type of Material</b>	<b>Dumping Fees</b>
Regular bagged household trash	\$2.00 per 1-20 gallon bag
	\$3.00 per 21-40 gallon bag
	\$4.00 per larger than 40 gallon bag
Brown Goods (unbagged large items such as mattresses & old furniture)	\$ 8.00 per item
	\$40.00 max. charge per pickup truck load
Construction and Demolition (C&D)	\$11.00 minimum
Waste (treated wood, sheetrock, doors, windows, siding, pipe & shingles)	\$16.00 for ¼ truck load
	\$32.00 for ½ truck load
	\$48.00 for ¾ truck load
	\$64.00 for full truck load
Concrete, Brick & Clean Soil	\$11.00 minimum
	\$16.00 for ¼ truck load
	\$32.00 for ½ truck load
	\$48.00 for ¾ truck load
	\$64.00 for full truck load
Recycled Items – Aluminum cans, corrugated cardboard, glass (green, clear & brown), newspaper & plastics #1 through #7	Accepted free of charge
Tires	Accepted @ 907 & 908
Used Oil & Antifreeze	Not accepted
White Goods	No Charge
Yard Debris (untreated wood may be included in yard debris)	\$2.00 per 1-40 gallon bag
	\$3.00 per larger than 40 gallon
	\$6.00 for loose ¼ truck load
No Plastic Bags Allowed	\$12.00 for loose ½ truck load
Material Must Be Dumped Loose Into Container	\$18.00 for loose ¾ truck load
	\$24.00 for loose full truck load

**UTILITY TRAILER CHARGES**

<b>Size</b>	<b>Yardwaste</b>	<b>Construction</b>
Up to 6' Long with 1 foot sides	\$12.00 full load	\$40.00 full load
		\$20.00 ½ load
		\$11.00 minimum
Over 6' Long and/or double axle	\$24.00 full load	\$72 full load
Any trailer with sides that exceed 1 foot the charge will double for each foot.		
Small pick-ups	\$12.00 full load	\$40.00 full load
		\$20.00 ½ load
		\$11.00 minimum

**SOLID WASTE AND RECYCLABLES COLLECTION,  
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE AND RECYCLABLES COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT is made and entered into this the 21<sup>st</sup> day of February, 2017, by and between TOWN OF HOLDEN BEACH, hereinafter referred to as "CUSTOMER", and WASTE INDUSTRIES, LLC hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste and recyclable materials of its residents and businesses; and

WHEREAS, CONTRACTOR is in the business of solid waste and recyclables collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER and CONTRACTOR desire to set forth the terms and conditions applicable to such exclusive franchise grant as further set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of three years beginning 1-1-2017 and ending 12-31-2019, (the "Initial Term"). The Initial Term will be automatically extended for subsequent additional 2 year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term.

2. Services. CUSTOMER hereby grants to CONTRACTOR the right for the collection and transportation of all residential [and commercial] solid waste and recyclable materials in the Town of Holden Beach, North Carolina from the point of pickup to a solid waste disposal site or materials facility in CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home will be provided with one 95 Gallon cart to be serviced on a once per week basis. These carts and services are at no charge to the CUSTOMER under the Brunswick County Contract. Carts must be placed at the curb no later than 6:00 a.m. on the scheduled day of collection.

b) Residential Curbside Recycling Collection - All residential units who would like to participate in the voluntary curbside recycling program; will be provided one 95 Gallon cart to be serviced on an every other week basis. Carts must be placed at the curb no later than 6:00 a.m. on the scheduled day of service. This is to be paid for by the property owner.

3. Types of Waste: Title to Waste.

- a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR-provided, residential/business roll-out cart.
- b) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 thru #5 & #7), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines and corrugated cardboard. This list of materials may be modified as recycling capabilities and markets change.
- c) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- d) For purposes of this Agreement, "Unacceptable Solid Waste" means:

- (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

- (ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

- (iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

e) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on Thanksgiving Day and Christmas Day. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day shall be the next Saturday following the holiday.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10<sup>th</sup> day of the following month in which the invoice is submitted. The number of residential trash units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 2443. However, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of residential trash units to be serviced within thirty (30) days following the date of this Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for services.

8. Adjustments:

a) The Service Fee will be increased annually every [January 1<sup>st</sup>] beginning on [January 1, 2018] at a fixed rate of 2% per year.

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as landfill, or material processing, fees and governmental regulations. Increases in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation:



average tons generated multiplied by the amount of landfill increase divided by number of households serviced.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

12. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to

perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

18. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries, LLC  
2809 Galloway Road  
Bolivia, NC 28422  
Att: General Manager

If to CUSTOMER, to:

Town of Holden Beach  
110 Rothschild Street  
Holden Beach, NC 28462  
Att: Town Manager

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Town of Holden Beach and Waste Industries, LLC, have executed this Solid Waste and Recyclables Collection, Transportation and Disposal Agreement as of the date first set forth above.

Town of Holden Beach  
By: David W. Hewett  
Name: David W. Hewett  
Title: Town manager

Waste Industries, LLC  
By: Frank Lorick  
Name: FRANK Lorick  
Title: Region Mgr

Attest:  
Heather Yurinec



## Exhibit A

Residential Curbside Trash (second pickup) - The charge for once per week secondary residential curbside trash to CUSTOMER from CONTRACTOR shall be \$6.58 per month per cart. CONTRACTOR will provide one 95 (ninety-five) gallon cart for MSW to each address using the Services. CUSTOMER may request additional carts for residents. Additional carts will be billed by the number of carts requested multiplied by the monthly rate of \$8.40 and billed directly to property owner. This pickup service will be provided on Saturdays for the months of June, July, August & September.

Curbside Recycle - CONTRACTOR will provide a 95 gallon recycle container for the voluntary program for a price of \$4.00 per month per property owner. There will be no processing fees charged for recyclables through December 31, 2018. Beginning January 1, 2019, processing fees/payment will be tied to the best negotiated agreements with local processors. These fees/payments will be mutually agreed upon but not reasonably withheld. Waste Industries will supply documentation as a part of the process of negotiations.

Dumpster Service - Once per week service at Public Works for \$122.40 per month.

Rolloff Service - 30 cubic yard container at Laydown Yard on Scotch Bonnet for \$55.00 delivery, \$87.00 per month rent, \$157.32 per haul & \$64.00 per ton for MSW tonnage.

This document had been pre-audited  
in the manner required by the  
Local Government Budget and  
Fiscal Control Act

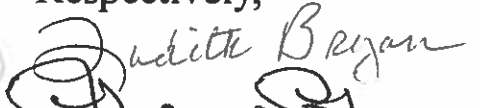
Mr. David Hewett  
Town Manager  
Holden Beach,NC

Mr. Hewett:

I would like to request that you address the town commissioners about extending the saturday trash pickup until October. Visitors seem to be coming to our beach later in the year ,and if you survey Ocean Blvd West this month(september) you will find a large number of full trash cans beside the road way. In my opinion this is not sanitary, attracts scavenger animals,and could cause traffic problems with overturned cans.

I appreciate your service and support on this request.

Respectively,



Richard and Judy Bryan

1302 OBW  
Holden Beach,NC  
910-842-7242  
9/25/16

CC: Town Commissioners

- o K.Kyser
- o D.Harrington
- o G.Martin
- o S.Miller
- o S.Young

September 16,2017

TO: Town Manager and Commissioners, Holden Beach, NC

Please re-consider the suspension of trash pick-up for Saturday after 9/11/2017. At curbside you can see trash cans all up/down Ocean Blvd this Saturday morning. It makes me question that our community can give \$35,000 to dredge Lockwood Folley and appropriate \$100,000 for 2017/2018 for inlet dredging (Star News story), but only provide 1 trash pickup during fall months of September/October. I suggest that your office poll the rental agencies to determine occupancy rates in the late off season months before curtailing pickup, and also consider that many home owners come here during that time.

Sincerely,

*Rick and Judy Bryan*

Rick and Judy Bryan

1302 OBW

CC:

Ken Kyser

John Fletcher

Ashley Royal

Peter Freer

Kim Isenhour

David Hewett ✓

## David Hewett

---

From: Heather Finnell  
Sent: Monday, February 5, 2018 8:56 AM  
To: David Hewett  
Subject: Fwd: Recycling at Holden Beach

Heather

Begin forwarded message:

**From:** Kim Aichele <[kdaichele@me.com](mailto:kdaichele@me.com)>  
**Date:** February 4, 2018 at 9:17:00 PM EST  
**To:** <[holden@atthebeachnc.com](mailto:holden@atthebeachnc.com)>, <[sullivm4@gmail.com](mailto:sullivm4@gmail.com)>, <[pattykwi@gmail.com](mailto:pattykwi@gmail.com)>, <[joseph.butler38@yahoo.com](mailto:joseph.butler38@yahoo.com)>, <[fletcherlux@gmail.com](mailto:fletcherlux@gmail.com)>, <[pfreer4@gmail.com](mailto:pfreer4@gmail.com)>  
**Subject:** Recycling at Holden Beach

Dear Mayor and Town Commissioners of Holden Beach,

My family and I have been coming to Holden Beach since 1996 and think it is an amazing, family vacation place. I wrote to you last summer regarding recycling at Holden Beach. Although I did not hear from anyone, I was pleased to hear that the house we are renting this summer (one we have rented for the previous 8 years) has purchased a blue bin for recycling. Here is where the challenge is: when I spoke with Coastal rentals, they explained that recycling is only collected bi-weekly. This is fine, however, when you arrive to your house, your bin may be full and it may be your off week for collection so therefore your entire week you may not be able to place any of your recycling in your bin. This is disheartening. The average person, on vacation, wants convenience. IF their rental even has a recycling bin, they would not be able to recycle and would most likely place it in their trash.

As a coastal community and a barrier island, you have responsibility to the environment and the natural resources you are given. Glass, plastic, aluminum and paper all come from natural resources. By not encouraging recycling you create greater pressure on our landfills and our natural resources.

I certainly understand why recycling on the island was eliminated but please consider how you can improve recycling efforts on Holden Beach. By not providing a drop off point and not providing recycling to all houses, recycling efforts will decline and cost of trash collection will increase. I would love to know what Holden Beach plans to do to improve community recycling efforts in the future.

Kim Aichele



streets. Mayor Pro Tem Fletcher said if it wasn't a safety issue he wouldn't be as concerned. He doesn't think they are minimizing access. He said there is an increase in the amount of golf carts being used on the island and he thinks more people would use the access for golf carts. Town Manager Hewett asked what makes Elizabeth Street more unsafe than the other five lots east of Jordan Boulevard. He said shouldn't the same consideration be made for the others if it is deemed unsafe for them. Commissioner Royal said assuming that is correct, certainly. If it is a safety issue, you cannot ignore it because others exist. Town Manager Hewett said you have a CAMA contract for the construction of the facility on Quinton Street. The Town accepted money and it was approved to be constructed as handicap accessible. If we are now saying Elizabeth street is unsafe, so is Quinton, but we accepted funds many years ago to make it public parking, that is a quandary. Chief Layne said since he has been here, there has never been any incident on any of the streets being discussed concerning safety. Mayor Pro Tem Fletcher said up until 2016 it was a no parking street. Commissioner Royal said the pictures they have show multiple vehicles parking on the pavement so that is an infraction. He said there is a problem there. He said he assumes Quinton doesn't have the same configuration. Town Manager Hewett said it is not a street end, it is a lot. Commissioner Royal said they talked about it being temporary, so the Board can change it when Town Manager Hewett is ready to present his plan. He said he is in favor of the handicap access he described. Town Manager Hewett asked if what the Board is saying is they expect him to bring the application to construct a public access at Elizabeth Street back before them for approval. Commissioner Royal said he was just giving it the context of temporary. Commissioner Freer said parking and access are separate. He said Town Manager Hewett has the approval and he is moving forward with the permitting and everything associated with the access. Commissioner Royal said he is not asking to approve that.

Town Manager Hewett stated he will need to have signs made, the Town does not have those. Public Works Director Clemmons said it will take two – three weeks. Town Manager Hewett said that will bring us to Labor Day and the issue will go away.

After asking the audience to refrain from talking, Mayor Holden advised Mr. Lynch he was out of order when he didn't comply. He said the Commissioners asked him to get order and he needs to. He told Mr. Lynch he can't talk unless recognized by the Board. Mayor Holden told him he could talk under public comments.

*The motion passed by a 4 – 1 vote, with Mayor Pro Tem Fletcher and Commissioners Royal, Isenhour and Freer voting for the motion and Commissioner Kyser voting in the negative.*

Town Manager Hewett pointed out that the motion called for immediately. Mayor Pro Tem Fletcher said as soon as possible is fine.

## **DISCUSSION AND POSSIBLE ACTION ON RECYCLING AND SOLID WASTE**

*Motion by Mayor Pro Tem Fletcher that the Board of Commissioners instruct the Town staff through the Town Manager to determine the cost to increase recycling pickup to weekly for the period of approximately May 15<sup>th</sup> – September 15<sup>th</sup>, effective with the 2018 calendar year; second by Commissioner Freer.*

Commissioner Royal asked if the other item under item 13, require all rental units to have one recycle bin, is being considered separate. Mayor Pro Tem Fletcher said he would like to do one subject matter at a time. He hopes staff can find out the cost to increase the frequency of the recycling pickup. Town Manager Hewett

stated that this item and item 14 are part of a topic the Board broached during a couple of budget workshops. He said at the time, we communicated staff is conducting a process review of all of the attributes of solid waste. He was going to wait until the Town had a year's worth of data in September, which would be the anniversary of removing the former recycling site at the water tower. Town Manager Hewett said as staff delved into the topic, approximately 70 different elements related to solid waste were identified, all of these things are interrelated. He proposes that he and staff present the information in a holistic format so it isn't relayed in a piece by piece matter. He added that part of that would be to bring some stakeholders in. He said he needs to get through Labor Day and to receive more data from Waste Industries so he might have some information by mid-October or November, assuming he could get some stakeholders in. He hopes to include property management companies, an absentee property owner and others to get insight to make sure we are shrink wrapping the service levels for the community. Commissioner Royal said he thinks the Town has evidence that those stakeholders are appropriate. Mayor Pro Tem Fletcher asked if Town Manager Hewett would expect to come back to the Board with a proposed ordinance requiring every rental property to have at least one recycling bin. Town Manager Hewett responded that it certainly would be a consideration. He doesn't know once we go through it if it would be an appropriate solution or desired. He would make sure the items in 13 and 14 would be considered. Mayor Pro Tem Fletcher said what he observes is a huge home with one trash can. He hopes enforcement would be looked at too.

*Mayor Pro Tem Fletcher, with Commissioner Freer in agreement, withdrew his motion.*

## **TOWN MANAGER'S REPORT**

- Sewer Lift Station Upgrade – we have a Request for Qualifications for engineering services on the street. The proposals are due September 1<sup>st</sup>. Hopefully they will be ready for the Board's consideration at the next meeting.
- Flood Map Status – has nothing different from last month, spring of 2018.
- Lockwood Folly Inlet – Merritt repairs are complete, should be here by the end of week. Conditions resulting from some of the work and the piggyback project have helped to keep the throat of the inlet scoured out. There is no recent survey. Spent \$150,000 of the \$420,000 provided by the memorandum of agreement, leaving just shy of \$300,000 that is available to continue the Lockwood Folly Dredging Program. That equates to about 15 days, not sure if they will need 15 days.
- Public Access Signs – have signs up on the public accesses. They are located on the beach and street side. Showed pictures of the signs and explained how they are numbered.
- Vegetation Plantings/ Sand Fence/ Post and Rope Installation – showed picture on how well the vegetation is doing now that it started raining. Pretty much finished installation, but we have some fine tuning left to do. Will do an assessment after hurricane season west of the Central Reach Project.
- Beach Ranger Program – thinks the program is doing what the Town wants it to do. Abandoned personal property tickets have come done. Don't get a lot of complaints that stuff is being left out overnight. Not hearing dogs on the beach complaints. Thinks holes on the strand will always be an issue. So far thinks we are accomplishing the objective.
- Hurricane Preparation – now is the time to get extra decals. Since we have generators on the facilities now, part of our protocol in an evacuation scenario will be pulling generators off the island. Will limit staff's ability to give decals out prior to a storm. Get your decals early.

## DEVELOPMENT SUBMITTAL FEES

### For Zoning/Subdivision/Site Activity

Zoning Permit	\$50.00
Zoning Permit – Re-Review Fee	\$20.00
Group Activity Permit	\$100.00
Appeal to Board of Adjustment	\$175.00
Variance Request	\$175.00
Special Use Permit	\$175.00
Amendment to Zoning Text	\$250.00
Rezoning (Residential)	
<3 acres	\$250.00
>3 acres	\$450.00
Rezoning (Commercial)	
<3 acres	\$500.00
>3 acres	\$800.00
each additional acre over 3	\$10.00
Sign Permit	\$65.00
Subdivision/PUD Preliminary Plat Review	\$100.00
Subdivision/PUD Final Plat Review	\$100.00 + \$5 per acre
Submission of Final Plat – Administrative Fee	\$20.00

## ADMINISTRATION FEES

Vehicle Decals	
First 4 Decals	\$0
On Island Business	\$10.00 each
Off Island Business	\$10.00 each
Replacement Decals	\$5.00 each
Biweekly Curbside Recycling	\$54.00 annually
User Fee (Holden Beach Pavilion, all other Town facilities)	\$75.00
Bridgeview Public Dock Fees. Said fees are per day and not to exceed three consecutive days.	
Dock Fee	\$1.25 per foot
Sewer Pump Out	\$5
Laundry	\$5
Shore Power 20, 30 amp	\$5
Shore Power 50 amp	\$10

## PRIVILEGE LICENSE FEES

Antique & Gift Shops	\$25.00
Billiard & Pool Tables	\$10.00 each
Building Materials Dealers	\$25.00
Cabinet Makers	\$25.00



## Heather Finnell

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**From:** Charlotte Noel Fox <CNFox@craigeandfox.com>  
**Sent:** Monday, October 30, 2017 8:38 AM  
**To:** David Hewett  
**Cc:** Heather Finnell  
**Subject:** FW: recycling fees

David,

See below. I think this addresses your questions. I am playing phone tag with the "Garbage Guru" at the School of Government to follow up on the issue below. Stay tuned.

Thank you,

Noel Fox

**CRAIGE & FOX** PLLC  
ATTORNEYS & COUNSELLORS AT LAW  
701 Market Street  
Wilmington, NC 28401  
Telephone: (910) 815-0085  
Facsimile: (910) 815-1095  
[cnfox@craigeandfox.com](mailto:cnfox@craigeandfox.com)  
[www.craigeandfox.com](http://www.craigeandfox.com)

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**From:** Millonzi, Kara Anne [mailto:Millonzi@sog.unc.edu]  
**Sent:** Monday, October 02, 2017 4:18 PM  
**To:** Charlotte Noel Fox; jhicks@ncclawyers.com; Ash Smith  
**Subject:** recycling fees

Hi,

Hope you all are doing well! John Wessell, city attorney for Wrightsville Beach, indicated that you all may have a different interpretation of a legal issue than I do. I wanted to reach out and let you know the basis of my interpretation. I'm definitely happy to hear about alternative interpretations, though. I always want to make sure I'm considering all possible angles.

The question John posed to me was whether or not the city could charge everyone a fee for providing a curbside recycling service. My answer was no, the city could not charge everyone (all property owners) a fee for curbside

recycling. In general, public enterprise services are offered on a voluntary, fee-for-service basis. They are treated differently legally in many ways than a city's regulatory, taxing, or other general government purposes. G.S. 160A-314(b5) & (c), provides that, with certain limited exceptions, the "rents rates, fees, charges, and penalties for enterprisory services shall be the legal obligations of the person *contracting for them*....." Having said that, the statutes do allow a city to compel participation in certain public enterprise services, which is really akin to compelling payment of the fees for those services.

G.S. 160A-317(b)(4), for example, authorizes a city to require an owner of improved property to participate in a solid waste collection service provided by the city, or by a person or entity that contracts with the city, unless the owner or occupant has contracted with someone else to collect solid waste from the property. If the city exercises this authority, it may then charge the owner or occupant a fee for collecting the solid waste (in accordance with G.S. 160A-314.1 and G.S. 160A-317(c)). Of course, that does not mean that someone must place garbage in the receptacle for pick-up each week (or even ever, really). It simply means the owner or occupant must pay for the availability of this service (ie. Pay for the garbage bin that, if the owner places solid waste inside, will be emptied by the city hauler X times per week.)

That same statute treats recycling differently. Specifically, G.S. 160A-317(b)(3) allows a city to force an owner or occupant of improved property to separate out recyclables from the solid waste stream. It does not allow the city to mandate that the owner or occupant actually transfer the recyclables to the city, though. "An owner of recovered materials until the owner conveys, sells, donates, or otherwise transfers the recovered materials to a person, firm, company, corporation, or unit of local government. A city may not require an owner to convey, sell, donate, or otherwise transfer recovered materials to the city or its designee. If an owner places recovered materials in receptacles or delivers recovered materials to specific locations, receptacles, and facilities that are owned or operated by the city or its designee, then ownership of these materials is transferred to the city or its designee." (Note that the statute refers specifically to "recovered materials," as defined by G.S. 130A-290(a)(24). That statute defines recovered materials as "a material that has known recycling potential, can be feasibly recycled, and has been diverted or removed from the solid waste stream for sale, use, or reuse. In order to qualify as a recovered material, a material must meet the requirements of G.S. 130A-309.05(c)." G.S. 130A-309.05(c) specifies that if something qualifies as a recovered material, it is not subject to regulation as solid waste under G.S. 130A. The statute that goes on to specify that recovered materials are managed as commodities that are regularly removed from the facility (property), not discharged or deposited improperly, not hazardous, and not have significant concentrations of foreign constituents. Thus, once someone voluntarily gives or sells his/her recyclables to a city, those materials become solid waste but not until.)

In the context of the city's public enterprise authority, what G.S. 160A-317(b)(3) means is that the city may not mandate that an owner/occupant participate in any mandated collection program. And if the city cannot mandate participation, we default to the general fee-for-service provision such that the city can only charge a property owner/occupant if that person chooses to participate in in the recycling collection program. One might argue that all this provision means is that the city cannot force someone to put recyclables in the collection bin, but the city could still charge all improved properties for having the collection bin available. I don't believe that is a correct interpretation as it goes against the entire fee-for-service scheme. Under that interpretation, the statute would not need to reference recyclables separately from solid waste. An owner/occupant is always free to keep his/her solid waste (and or dispose of it another way). The mandate in this context is about imposing a fee. (There are other regulatory powers that a city may exercise to effectively force someone to do something with his/her solid waste, but the purpose of the enterprise statutes is about the city providing a service and charging to cover the costs of that service.)

As I detail in this [blog post](#), there are other fees that the city may charge—including a disposal fee and an availability fee—which may cover some or all of the costs of the city maintaining recycling centers. The limitation is on charging for curbside collection. I also believe it may be legally defensible for a city to have an opt-out program—whereby it assumes that all improved properties will participate in curbside collection of recyclables unless and until an owner/occupant affirmatively indicates otherwise.

If you have questions about my analysis and/or have alternative interpretations of the provisions, please feel free to reach out to me. I'm happy to schedule a call if that is easier than email.

Take care,  
Kara

Kara A. Millonzi  
Professor of Public Law and Government  
UNC-Chapel Hill School of Government  
919.962.0051  
[Millonzi@sog.unc.edu](mailto:Millonzi@sog.unc.edu)

## **Dog Waste Station Locations**

1. Across from 192 Sailfish Park
2. Corner of Sailfish and 944 OBW
3. 1087 OBW, Deal Street Access
4. 915 OBW, Marlin Street
5. 792 Parking Lot
6. End of Sand Dollar
7. 542 OBW PAR Course
8. 486 OBW PAR Course
9. Dog Park
10. Jordan Boulevard Access
11. Ferry Street Access
12. Parking Lot under Bridge
13. Playground



Dear Customers,

We need your help!

Without your assistance, recycling processors will increase fees to process recyclables which may result in an increased cost to you.

The items listed below **should not** be put in your recycling container:



**STYROFOAM**



**PLASTIC BAGS**



**PAPER TOWELS  
& KLEENEX  
TISSUES**



**MOTOR OIL  
& PESTICIDE  
CONTAINERS**



**FOOD WASTE**



**MEDICAL WASTE**



**PACKAGING  
MATERIALS**



**GLUE BOUND  
BOOKS**



**CLOTHING**



**UNCLEAN/SOILED  
ITEMS**

**As Per NORTH CAROLINA GUIDELINES:**

- **DO NOT BAG YOUR RECYCLABLES**
- **PLACE RECYCLABLES LOOSE IN YOUR CONTAINER**

*Your help is desperately needed to keep recycling affordable! Failure to properly dispose of recyclable materials WILL RESULT in fines from recycling processors.*

Join Us On 

Follow Us On 

Watch Us On 

Holden Beach Code of Ordinances

**§ 50.01 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**GARBAGE.** All animal, fruit and vegetable matter, all small cans, glassware, crockery, bags, and other small containers in which matter has been left or stored.

**REFUSE.** All other types and kinds of materials intended to be discarded, scrapped, or otherwise disposed of.

('85 Code, § 9-1.1) (Ord. 5, passed -- ; Am. Ord. 10-90, passed 5-15-90)

**§ 50.02 CONTAINER SPECIFICATIONS.**

(A) Residential requirements.

(1) Garbage will be kept only in contractor-owned and provided standard, 90-gallon capacity roll-out containers. Each residence is authorized one container; however, additional containers are available from the town for a set monthly fee.

(2) Property owners are responsible to assure they have sufficient 90-gallon containers to properly contain refuse prior to collection. Garbage placed on top of or beside the container(s) will not be placed in non-standard containers.

(B) Commercial requirements.

(1) All commercial establishments catering to the public in such a manner as to create refuse shall be required to place an adequate number of refuse containers in such positions and locations as to encourage their use.

(2) All such commercial related containers shall be maintained in a sound and presentable condition.

(C) No person shall throw, place, or deposit any garbage or refuse of any kind, in any place or in any public or private property, except in approved containers or as otherwise provided in accordance with the provisions of this section.

(D) Containers on town-owned property and other public areas are for the use of the town and for the general use of residents and visitors using the public areas. It shall be unlawful

for anyone otherwise to place commercial or residential waste or refuse into such containers.

('85 Code, § 9-1.2) (Ord. 5, passed - - ; Am. Ord. 93-18, passed 10-20-93; Am. Ord. 94-02, passed 2-7-94; Am. Ord. 95-06, passed 2-22-95) Penalty, see § 50.99

### **§ 50.03 BURNING OR BURYING OF GARBAGE REGULATED.**

It shall be unlawful to burn or bury garbage or trash for the purpose of disposal unless a special permit has been issued by the Town Police Department.

('85 Code, § 9-1.3) (Ord. 5, passed - - ; Am. Ord. 10-90, passed 5-15-90) Penalty, see § 50.99

### **§ 50.04 ACCUMULATION AND COLLECTION.**

(A) All garbage and household refuse shall be kept in proper containers as required by this chapter and it shall be unlawful for any person to permit garbage to accumulate or remain on any premises longer than is reasonably necessary for its removal. Containers will be located at curbside by the property owner or their representative on designated collection days, and then should be returned to the normal house-side storage location by 6:00 p.m. the day after collection. See subsection (B) for an alternative storage location.

(B) It is the intent of the town that all 90-gallon containers be secured in such a manner either next to non-elevated or underneath elevated houses, except on collection days when they are to be placed at curbside, so that the town street right-of-way remains clear of empty containers, and so that containers are not damaged or overturned by high winds or other occurrences. For those property owners who can not make arrangements to have their container placed at or removed from curbside, an alternate non-collection day storage arrangement is as follows: A sturdy, wooden three-sided rack of sufficient size to just hold the required container(s) may be constructed by the owner. The rack must be constructed so the opening allows for the easy removal of the 90-gallon container(s) by the collector on collection days; e.g. the container must roll in and roll out of the rack without having to be lifted. The racks shall not be placed more than five feet from the street right-of-way and shall not be placed within the area of the street right-of-way. The rack shall be maintained in a sound and presentable condition. Container(s), on corner lots, will be located so as not to violate §§ 157.060(D)(9) and 157.061(D)(8), Corner Visibility, of the Town Code of Ordinances.

(C) It shall be the duty of every owner or occupant of every building or premises where garbage or refuse exists, to reasonably and regularly clean the 90-gallon containers and

other legal refuse collection containers.

(D) Garbage and household refuse will be collected and removed from the aforesaid containers or cans in accordance with the schedule set forth in the garbage collection service contract, executed independently from this chapter.

(E) Property owners who are consistently found incapable of properly securing their garbage containers as prescribed above, may receive written notice from the town that they are in violation of town ordinance in that regard. Those so affected will be asked to correct the situation so they come into compliance with the code or receive a civil fine of \$50 per day per offense.

('85 Code, § 9-1.4) (Ord. 5, passed - - ; Am. Ord. 10-90, passed 5-15-90; Am. Ord. 98-12, passed 6-22-98; Am. Ord. 99-02, passed 2-8-99; Am. Ord. 02-04, passed 3-11-02) Penalty, see § 50.99

#### **§ 50.05 COLLECTIONS PROHIBITED.**

All matter, refuse, and materials such as industrial refuse, building materials and scraps, tree trimmings, walkway scraps, or any other refuse from building or remodeling, large containers, or large household items shall not be accepted or picked up as part of the regular garbage collection service contract.

('85 Code, § 9-1.5) (Ord. 5, passed - - ; Am. Ord. 10-90, passed 5-15-90) Penalty, see § 50.99

#### **§ 50.06 RESERVED.**

#### **§ 50.07 TRANSPORTING WASTE MATERIALS; COVERING DURING TRANSPORT.**

All persons transporting waste material, construction material, or any manner of loose materials over the public or private roadways in the town shall insure that such materials are not lost or scattered on or along the rights-of-way of such roadways. These materials shall be securely covered during transit in such manner as to prevent the loss thereof from the transporting vehicle.

('85 Code, § 9-1.7) (Ord. 10-90, passed 5-15-90) Penalty, see § 50.99

Commissioner Holden said that we need to look into some kind of contractual agreement with the rental agencies during a storm if we are unable to purchase the surplus equipment.

Town Manager said they have not looked into this, but they will.

Commissioner Holden said we need to have a generator large enough to run all of the equipment.

*Motion by Commissioner Boyle to get a 15,000 kilowatt generator, but look at getting a cheaper one from other sources, and also see about a stand-by generator from a rental agency if needed; second by Commissioner Sandifer and approved by unanimous vote.*

**BOC Minutes of 6/25/01 - 4 -**

**ORDINANCE NO. 01-05. AN ORDINANCE AMENDING ORDINANCE NO. 00-12, THE REVENUES AND APPROPRIATIONS ORDINANCE FOR FISCAL YEAR 2000-2001 (AMENDMENT NO. 4)**

*Motion by Commissioner Boyle to approve Ordinance No. 01-05; second by Commissioner Atkins and approved by unanimous vote.*

**ORDINANCE NO. 01-06. AN ORDINANCE TO RAISE REVENUES AND APPROPRIATE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2001 AND ENDING JUNE 30, 2002.**

*Motion by Commissioner Boyle to approve the budget at the original proposed budget of 19 cents ad valorem tax; second by Commissioner Sandifer and approved by unanimous vote.*

*Motion by Commissioner Boyle to take the money from FEMA of \$150,000 (from Hurricane Fran in 1996) and put in beach renourishment fund; second by Commissioner Sandifer and approved by unanimous vote.*

**WASTE INDUSTRIES CONTRACT**

Mayor Lowell stated that Waste Industries has a policy of 3.4% (cost of living) increase if you have a one-year contract – for a 3-year contract, there increase is 1.5% per year. This contract would also include what was voted on some time ago by this Board – the roll-back to the house of the cans on Ocean Boulevard for five months. Price was \$2.98 per month per house. Commissioner Sandifer said this also includes the roll-back out of the right of way of the cans all over the island. ? ? DH

Commissioner Atkins asked how long the contract is between the County and Waste Industries. Town Manager said he will check on this.

*Motion by Commissioner Boyle to adopt 3-year contract with Waste Industries, subject to Town Attorney Jess' approval; second by Commissioner Sandifer and approved by unanimous vote.*

**FIRE DEPARTMENT CONTRACT**

**RESOLUTION NO. 01-08. RESOLUTION APPROVING LOCAL WATER SUPPLY PLANS**

*Motion by Commissioner Boyle to adopt Resolution No. 01-08; second by Commissioner Atkins and approved by unanimous vote.*

**RECOMMENDATION FROM THE PLANNING AND ZONING BOARD TO REMOVE SEWER FROM SECTIONS 151.65 - 151.99, IMPACT FEES, OF THE HOLDEN BEACH CODE OF ORDINANCES.**

Mayor Lowell - We do not know if the County is going to charge the Town an impact fee as well as user fee. If they do decide to charge an impact fee, we will not have the money set aside to pay. Would rather wait until we have an Interlocal Agreement before changing this ordinance.

Commissioner Boyle - There is a lot more that needs to be changed in this than just removing sewer from the ordinance. It needs to be re-written a little more.

Commissioner Preston - The way the ordinance is now written would prohibit us from using the money to pay an impact fee to the County. The issue of how fees are determined should be discussed.

*Motion by Commissioner Boyle to have the Sewer Committee meet with the Planning and Zoning Board to work on revising Sections 151.65 - 151.99, Impact Fees; second by Commissioner Sandifer.*

Commissioner Preston said that he would like for it to be part of the motion that, at the same time the Sewer Committee and Planning and Zoning are working on this ordinance that they develop an appropriate ordinance dealing with hook-up fees, etc.

*Motion was approved by unanimous vote.*

**DISCUSSION OF GARBAGE RACKS**

Commissioner Preston - Said that since it is on the agenda, he will discuss the racks. The Town put \$10,000 in budget this year to have cans rolled back to house on Ocean Boulevard. We now have an assortment of racks - some in the right of way and some not. Believe the intent was to make Ocean Boulevard look nicer. Question is: "Do we want to do something about it?" If the Town has the property owners move the racks, then that is almost a tacit agreement that the Town will fund the roll-back every year.

Commissioner Boyle - Can't dictate where anyone puts their racks on their property without doing a zoning change. They just need to be moved out of the right of way and this should be enforced.

*Motion by Commissioner Boyle to enforce the ordinance we have now; second by Commissioner Sandifer.*

*BOC Minutes of 7/23/01 - 4 -*

*Commissioner Boyle amended his motion to enforce the ordinance, but give warning citations until January 1, 2002. No second.*

Board was in agreement that no motion is needed. Directed Town Manager Wheeler to enforce the ordinance the Town now has.

## David Hewett

---

**From:** Steve Mercer <[smerc@coastaltransplants.com](mailto:smerc@coastaltransplants.com)>  
**Sent:** Monday, February 5, 2018 12:37 PM  
**To:** David Hewett  
**Cc:** Steve Mercer  
**Subject:** Fwd: VEGETATION REMOVAL WINTER  
**Attachments:** WINTER VEG REMOVAL HB.xlsx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

I looked at the numbers differently and came up with the following.

126 different people used the service this winter. 23 of them used it on 2 different pickups and 6 of them used it on 3 different pickups. This is similar with the spring pickups where people used the service multiple times. 106 different people did not conform to the standards and of those only 30 rectified and made right for later pickup.

I know this is crazy math but more people put out wrong than right. if we had not gone back and done non-compliant removal 72 people would still have piles in their yards.

Begin forwarded message:

**From:** Steve Mercer <[smerc@coastaltransplants.com](mailto:smerc@coastaltransplants.com)>  
**Subject:** VEGETATION REMOVAL WINTER  
**Date:** February 5, 2018 at 11:54:50 AM EST  
**To:** David Hewett <[david.hewett@hbtownhall.com](mailto:david.hewett@hbtownhall.com)>  
**Cc:** Steve Mercer <[coastaltransplants@icloud.com](mailto:coastaltransplants@icloud.com)>

David,

I know you asked for this earlier and cannot remember if i sent it. I modified this morning to add some quick facts such as how many houses participated each day and the amount of vegetation removed by trailer load. We did go and remove all non-compliant after Christmas but did not record any addresses since they had previously been recorded. Since then the boys have seen additional piles placed as they have done roll back. But for one day there was no vegetation piles on the beach. LOL

If you are looking to trim the budget you may want to think about eliminating December. we can





Compliant

number 1

April  
82 cubic yards

50 to 60 pick-up per

Number	Street	Bags	Bundles	Number
1 185	Brunswick	2		257
2 246	Brunswick	5	1/2	279
3 247	Brunswick	4		113
4 144	Brunswick east		6	123
5 169	Brunswick east		6	207
6 117	Clippership	1		102
7 1043	Coquina		4	1090
8 143	Dolphin		3	1140
9 144	Dolphin		8	1159
10 114	Durham	6	4	1203
11 118	Durham	3		1272
12 116	Ferry	1		1293
13 126	Halstead	2	3	1315
14 108	Lion Paw		1	108
15 112	Lion Paw		2	112
16 257	OBW	2		114
17 302	OBW		6	138
18 378	Obw		3	121
19 399	OBW	3		159
20 405	OBW	6	6	161
21 549	OBW	5		162
22 582	OBW	10		150
23 829	OBW	10		127
24 872	OBW		1	131
25 879	OBW		6	159
26 991	OBW	5		153
27 1072	OBW	10		
28 1103	OBW	10		
29 1160	OBW	10		
30 1162	OBW	10		
31 1172	OBW	1		
32 1179	OBW		1	
33 113	Salisbury		1	
34 130	Salisbury		6	
35 146	Sanddollar		3	
36 119	Seagull	10		
37 108	Seaside		8	
38 107	Seaview	5		
39 108	Seaview	6		
40 146	South Shore	5	2	
41 150	South Shore		1	
42 127	Swordfish	2		
43 131	Swordfish	2		
44 159	Swordfish	1		
45 193	Swordfish		1	
46 132	Tarpon	1		
47 117	Tuna		4	
48 125	Tuna		2	
49 149	Vatch watch	2		

## Compliant

April Number 2

Number	Street	Bags	Bundles
1 549	OBW	5	
2 829	OBW	10	
3 991	OBW	5	
4 1103	OBW	10	
5 1162	OBW	10	
6 1172	OBW	1	
7 107	Seaview	5	
8 108	Seaview	6	
9 1160	OBW	10	
10 116	Ferry	1	
11 169	Brunswick east		6
12 144	Brunswick east		6
13 126	Halstead	2	3
14 146	South Shore	5	2
15 150	South Shore		1
16 257	OBW	2	
17 302	OBW		6
18 378	Obw		3
19 399	OBW	3	
20 113	Salisbury		1
21 130	Salisbury		6
22 114	Durham	6	4
23 118	Durham	3	
24 405	OBW	6	6
25 247	Brunswick	4	
26 246	Brunswick	5	2
27 185	Brunswick	2	
28 149	Yatch Watch		3
29 108	Lion Paw		1
30 112	Lion Paw		2
31 582	OBW	10	
32 146	Sanddollar		3
33 872	OBW		1
34 879	OBW		6
35 127	Swordfish	2	
36 131	Swordfish	2	
37 159	Swordfish	1	
38 193	Swordfish		1
39 143	Dolphin		3
40 144	Dolphin		8
41 125	Tuna		2
42 117	Tuna		4
43 132	Tarpon	1	
44 1043	Coquina		4
45 1072	OBW	10	
46 1179	OBW		1
47 117	Clippership	1	
48 119	Seagull	10	

Non compliant

Number	Street	Bags	Bundles
108	Blockade Runner		
2 364	OBW		
3 377	OBW		
4 391	OBW		
5 349	Brunswick		
6 331	Brunswick		
7 278	Brunswick		
8 257	Brunswick		
9 207	Gerta		
10 132	Starfish		
11 112	Sanddollar		
12 687	OBW		
13 741	OBW		
14 102	Heron		
15 107	Dolphin		
16 108	Dolphin		
17 114	Dolphin		
18 122	Dolphin		
19 127	Dolphin		
20 145	Dolphin		
21 109	Marlin		
22 147	Tarpon		
23 152	Sailfish		
24 952	OBW		
25 112	Seaside		
26 1090	OBW		
27 113	By-the-sea		
28 123	By-the-sea		
29 1119	OBW		
30 1140	OBW		
31 1159	OBW		
32 963	OBW		
33 889	OBW		
34 1203	OBW		
35 1293	OBW		
36 1315	OBW		
37 1272	OBW		
38 105	Clippership		
39 121	Clippership		

5/1/17

26-May

98 yards

Number	Street	Bags	Bundles
1 169	Brunswick	10	
2 244	Brunswick	1	6
3 325	Brunswick	1	
4 337	Brunswick	6	
246A	Brunswick	9	
6 109	Burlington	6	
7 113	Burlington	4	
8 113	Burlington	5	
9 155	Carolia		3
10 154	Carolina	2	
11 128	Charlotte	3	
12 114	Clippership		5
13 124	Clippership		5
14 127	Crab		6
15 114	Durham	6	
16 131	Durham	7	
17 114	Ferry		6
18 120	Ferry		
19 120	Halstead	3	
20 127	Halstead	4	
21 108	Lions paw	3	
22 112	Lions paw		6
23 114	Lionspaw	5	
24 138	Lionspaw	5	
25 121	Marshwalk		1
26 109	OBE	10	
27 159	OBE	6	
28 161	OBE	3	
29 162	OBE	9	
30 302	OBW	1	
31 359	OBW	3	2
32 582	OBW	10	
33 777	OBW	1	
34 809	OBW	1	
35 829	OBW	4	
36 915	OBW	3	
37 1032	OBW	5	
38 1164	OBW	5	15
39 1174	OBW	3	
40 1194	OBW	10	
41 1210	OBW	2	
42 1279	OBW	1	
43 1312	OBW	10	
44 140	S Shore		1
45 315	Sand Dune	1	
46 111	Scoth Bonnet	1	
47 108	Seaview	10	
48 118	Seaview	3	
49 144	Star fish		2
50 128	Starfish	1	
51 117	Swordfish	4	
52 159	Swordfish	1	
53 143	Tuna	6	
54 149	Tuna	1	
55 107	Windjammer	5	3
56 109	Windjammer	3	3
57 153	Yatch WATCH	4	3
58 79		3	
59 111			6
60 114		1	4

6

6  
128  
Salisbury

Dare County recycles glass into landscaping pebbles for use by residents. Residents must visit the Recycling Center located on Driftwood Road in Manteo to pick up the glass pebbles. We highly recommend you call ahead before visiting to ensure availability. The glass pebbles are produced by a glass crusher purchased with grant funds to reduce costs of shipping bottles out of the county. The pebbles are safe to walk on and are used to decorate gardens or create pathways.



## Marine Fisheries - Oyster Shell Recycling Program



### Oyster Shell Recycling

( [http://portal.ncdenr.org/c/document\\_library/get\\_file?](http://portal.ncdenr.org/c/document_library/get_file?)

If you shuck it, don't chuck it!



[http://portal.ncdenr.org/c/document\\_library/get\\_file?uuid=b9ee8dfc-6d5c-4c43-b1f0-ff0d35f29b2c26&groupId=38337](http://portal.ncdenr.org/c/document_library/get_file?uuid=b9ee8dfc-6d5c-4c43-b1f0-ff0d35f29b2c26&groupId=38337) )

The North Carolina Division of Marine Fisheries provides drop off sites to the public for recycling oyster shells.

Baby oysters begin life as free-floating organisms but quickly settle to the bottom attaching themselves to hard surfaces. That's why oysters grow in clumps on pilings and concrete, but their favorite most productive place to grow is on other shells.

A mound of oyster shells placed in brackish water with good tidal flow will quickly become colonized by a multitude of marine organisms, including oysters. This mound, also called an oyster reef – serves a number of purposes – first and foremost, it helps produce oysters.

Secondly, it provides habitat for other beneficial organisms, such as algae, worms, barnacles, crabs, small minnows and fish. The small fish attract a diversity of larger fish and before you know it, you have a veritable metropolis of critters congregating at your reef and all you did was put the shells over – In the right spot.

Oysters serve an additional important purpose – they clean water by feeding on plankton and waterborne detritus. One oyster can filter up to 50 gallons of water a day, so the larger and healthier our oyster population, the cleaner the water.

( <http://www.surveymonkey.com/s/nc-oyster-shell-recycling> )

N.C. Division of Marine Fisheries • 3441 Arendell Street • Morehead City, NC 28557 • 252-726-7021 or 800-682-2632



- [Oyster Shell Recycling Homepage](http://portal.ncdenr.org/web/mf/oyster-shell-recycling-program)  
( <http://portal.ncdenr.org/web/mf/oyster-shell-recycling-program> )
- [Restaurants That Recycle](http://portal.ncdenr.org/web/mf/restaurants-oyster-shell-recycling)  
( <http://portal.ncdenr.org/web/mf/restaurants-oyster-shell-recycling> )
- [Friends of Oyster Shell Recycling](http://portal.ncdenr.org/web/mf/friends-of-oyster-shell-recycling)  
( <http://portal.ncdenr.org/web/mf/friends-of-oyster-shell-recycling> )
- [Public Oyster Shell Recycling Locations](http://portal.ncdenr.org/web/mf/public-oyster-shell-recycling-locations)  
( <http://portal.ncdenr.org/web/mf/public-oyster-shell-recycling-locations> )

## Oyster Shell Recycling Trash to Treasure

North Carolina has launched an innovative recycling program to collect oyster shells from individuals and businesses and place them back overboard to help turn the tide on declining oyster stocks.

Baby oysters begin life as free-floating organisms but quickly settle to the bottom attaching themselves to hard surfaces. That's why oysters grow in clumps on pilings and concrete, but their favorite most productive place to grow is on other shells.

A mound of oyster shells placed in brackish water with good tidal flow will quickly become colonized by a multitude of marine organisms, including oysters. This mound, also called an oyster reef, serves a number of purposes – first and foremost, it helps produce oysters.



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small fish attract a diversity of larger fish and before you know it, you have a community of critters congregating at your reef and all you did was put the shells over – in the right spot.



Oysters serve an additional important purpose – they clean water by feeding on plankton and waterborne detritus. One oyster can filter up to 50 gallons of water a day, so the larger and healthier our oyster population, the cleaner the water.

## Building the Reefs

Most of the recycled shells are used in annual cultch planting. The shells are loaded onto barges and sprayed off with a high-pressure water hose to create reefs. These sites are located in brackish to salty coastal waters. Shells make great homes for oysters. A single oyster produces millions of eggs annually that are carried by currents and tides to surrounding areas, enhancing oyster production in adjacent waters. Once the shells are placed on a reef they begin to attract baby oysters. Oysters grow to harvesting size in 2 to 3 years.



One individual may not be able to create a sizable reef, but by pooling our shell resources, researchers and scientists can construct large reefs in prime oyster growing areas enhancing oyster productivity and providing hook and line fishing opportunities for the public.

So take your shells destined for the trash heap and turn them into an estuarine treasure by participating in the North Carolina Oyster Shell Recycling Program.





## How You Can Help

Get involved – People are needed to serve as volunteers to help with collection of shells and to maintain sites, using cans and special bins. Civic clubs, businesses, and schools can also volunteer. Collection sites are located at restaurants, seafood markets, stores, trash convenient sites, parks and schools. Once a site is full, a volunteer will either service the cans to a nearby landfill or bin, or contact the recycling coordinator to pick up the shells. The shells are taken to a facility to stockpile until planting season. After the shells have aged, and there is no threat of any type of contamination, they are placed in the water to create new reefs.

**Give Us Your Shells** – Drop your shells off at a designated disposal site and feel good that you are helping conserve this important natural resource. Also, if your business, church or community is having a large oyster roast, arrangements can be made to have special trailers brought right to the roast to collect the shells. Encourage seafood markets and restaurants you frequent to join the recycling efforts.



### Estuarine Species Attracted to Oyster Reefs:

- |                 |                |
|-----------------|----------------|
| Barnacles       | Pinfish        |
| Black Sea Bass  | Pigfish        |
| Black Drum      | Red Drum       |
| Blennies        | Sea Mullet     |
| Bryozoans       | Sheepshead     |
| Crabs           | Shrimp         |
| Croaker         | Spadefish      |
| Flounder        | Speckled Trout |
| Gag Grouper     | Spot           |
| Gray Trout      | Striped Bass   |
| Mussels         | Turtles        |
| Oyster Toadfish | Tunicates      |



**For More Information Contact:**  
Sabrina Varnam - Coordinator  
P.O. Box 769, Morehead City, NC 28557  
1-800-682-2632 or (252)726-7021  
sabrina.varnam@ncmail.net  
[www.ncdmf.net](http://www.ncdmf.net)

# Oyster Shell Recycling

## North Carolina



# Marine Fisheries - Public Oyster Shell Recycling Locations



**Oyster Shell Recycling Homepage**  
<http://portal.ncdenr.org/web/mf/oyster-shell-recycling-program>

- **Restaurants That Recycle**  
<http://portal.ncdenr.org/web/mf/restaurants-oyster-shell-recycling>
- **Friends of Oyster Shell Recycling**  
<http://portal.ncdenr.org/web/mf/friends-of-oyster-shell-recycling>
- **Public Oyster Shell Recycling Locations**  
<http://portal.ncdenr.org/web/mf/public-oyster-shell-recycling-locations>
- **How You Can Help**  
<http://portal.ncdenr.org/web/mf/how-you-can-help>
- **Building Oyster Reefs**  
<http://portal.ncdenr.org/web/mf/building-oyster-reefs>
- **Educational Information**  
<http://portal.ncdenr.org/web/mf/oyster-shell-recycling-educational-information>

**For more information contact:**  
 Curtis Weychert  
 North Carolina Division of Marine Fisheries  
 P.O. Box 769  
 Morehead City, NC 28557  
 800-682-2632 or  
 252-808-8055  
[Curt.Weychert@ncdenr.gov](mailto:Curt.Weychert@ncdenr.gov)

## Public Oyster Shell Recycling Locations

These sites accept other calcium-based shells including clams, conchs, scallops and mussels.

County	City	Site Name	Address
Beaufort	Washington	Washington DOT Yard	258 Clarks Neck Rd.
	Washington	Beaufort County Landfill	1342 Hawkins Beach Rd.
	Washington	Magnolia School Rd., GDS	1057 Magnolia School Rd.
	Washington	Washington Crab and Oyster Co.	321 N. Pierce St.
Bladen	Bladenboro	Abbotsburg - County Trash Site	13887 Twisted Hickory Rd.
	Bladenboro	Bladenboro - County Trash Site	46 Webb Faulk Rd.
	Bladenboro	Sandy Grove - County Trash Site	3206 Horse Shoe Rd.
Council	Council	Council - County Trash Site	120 Carvers Creek Rd.
Dublin	Dublin	Dublin - County Trash Site	6771 Hwy. 41 W.
East Arcadia	East Arcadia	East Arcadia - County Trash Site	77 Kennedy Store Rd.
Elizabethtown	Bladen County	Bladen County Transfer Station	1522 Mercer Mill Rd.
Elizabethtown	Wards	Wards - County Trash Site	370 N.C. Hwy 53 W
Kelly	Kelly	Kelly - County Trash Site	19867 N.C. Hwy 53 E.
Lisbon	Libson	Libson - County Trash Site	2373 White Plains Church Rd.
Tar Heel	Tar Heel	Tar Heel - County Trash Site	423 Tar Heel Ferry Rd.
White Oak	White Oak	White Oak - County Trash Site	13763 N.C. Hwy. 53 W.
St. Pauls	Tobemory	Tobemory - County Trash Site	1852 Tobemory Rd.
Garland	Ammon	Ammon - County Trash Site	119 Ammon Com. Center Rd.
Garland	Garland	Garland - County Trash Site	80 Hwy 210 W

	Harrells	Bay Tree - County Trash Site	10431 N.C. 41 Hwy E
	Ivanhoe	Rowan - County Trash Site	16956 Hwy 210 E.
Brunswick	Bolivia	Brunswick Community College	50 College Rd.
	Bolivia	Brunswick County Landfill	170 Landfill Rd.
	Seaside	Calabash - County Trash Site	736 Seaside Rd.
	Southport	Southport - County Trash Site	8392 River Rd.
	Supply	Supply - County Trash Site	1709 Oxpen Rd.
Carbarrus	Can	Cabarrus County Landfill	4441 Irish Potato Rd.
Carteret	Beaufort	Town of Beaufort Public Works	512 Hedrick St.
	Beaufort	South River Stockpile Site	229 Tosto Rd.
	Cape Carteret	Hwy. 58, GDS	Fire Tower Rd. Hwy 58
	Cedar Island	Cedar Island Stockpile	2660 Cedar Island Rd
	Emerald Isle	Jordan's Restaurant	8106 Emerald Dr.
	Morehead City	DMF Office - Morehead City	3441 Arendell St.
	Morehead City	Morehead City State Port	111 Arendell St.
	Morehead City	Sammy's Grill and Oyster Bar	Kathern Davis Park
	Newport	Hibbs Rd., GDS	365 Hibbs Rd.
	Otway	Otway, GDS	501 Harker's Island Rd.
Chowan	Edenton	Edenton Fish Hatchery	1102 W. Queen St
Columbus	Whiteville	Columbus County Landfill	354 Landfill Rd.
Craven	Bridgeton	Hwy 55, County Trash Site	681 Hwy. 55
	New Bern	Old Cherry Point Rd., County Trash Site	4001 Old Cherry Point Rd.
Cumberland	Fayetteville	Cumberland County Landfill	698 Ann St.
Currituck	Barco	Barco Recycling Center	183 Shortcut Rd.
	Grandy	Grandy Recycling Center	6815 Caratoke Hwy.
	Moyock	Moyock Recycling Center	101 Panther Landing Rd.
Dare	Buxton	Dare County Trash Site - Buxton	47015 Buxton Back Rd.
	Kill Devil Hills	Kill Devil Hills Recycling Ctr.	701 Bermuda Bay Blvd.
	Kitty Hawk	Kitty Hawk Recycling Center	4190 Bob Perry Rd.

## Heather Finnell

From: Heather Finnell  
Sent: Friday, December 21, 2012 3:31 PM  
To: Heather Finnell  
Subject: News from Town of Holden Beach

Having trouble viewing this email? [Click here](#)

Town of Holden Beach

December 21, 2012



### Christmas Trash Pickup/ Tree Recycling

Just a reminder - Waste Industries has announced that trash collections scheduled for Tuesday, December 25th will instead be collected on Saturday, December 22nd.

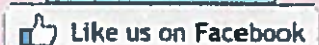
Live Christmas trees may be disposed of adjacent to the Town's recycling center (under the water tower) this year. The trees collected will be used to assist in the Town's nourishment efforts.

#### In This Issue

[Trash/ Recycling](#)

[Holiday Hours](#)

[Keep Check Forms](#)



[Website](#)

Town of Holden Beach  
Earth Day  
Shred Event

*From  
2017*

The Town of Holden Beach will host a Shred Event on Earth Day, April 22nd. The event will be held from 9 a.m.-noon and is for document destruction only. Be courteous and limit to 5 banker's boxes. Call 910-842-6488 for more information.



**David Hewett**

---

**From:** Recreations Services  
**Sent:** Tuesday, February 13, 2018 3:57 PM  
**To:** David Hewett  
**Subject:** FW: Holden Beach Newsletter

**From:** David W. Hewett [mailto:heather@hbtownhall.com]  
**Sent:** Friday, April 1, 2016 3:38 PM  
**To:** Recreations Services <recsvs@hbtownhall.com>  
**Subject:** ADV: Holden Beach Newsletter

*Town of Holden Beach Newsletter*



*Welcome to the Town of Holden Beach*  
April 1, 2016

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## Shred Event *From 2016* *DH*

The Town will hold a Shred Event on Earth Day - Friday, April 22nd. The event will be held from 9:00 a.m. - noon at Town Hall. Contact (910) 842-6488 for more information.

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## Free Dump Week

Brunswick County property owners and residents may bring items, except for household trash and land clearing debris, to the landfill in Bolivia free of charge April 11th - 16th.

For more information visit the County's website at <http://www.brunswickcountync.gov/solidwaste/>.

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The Town of Holden Beach strives to provide our homeowners and guests with the most current information pertaining to our town. If you have feedback concerning our communication methods email [heather@hbtownhall.com](mailto:heather@hbtownhall.com).

Sincerely,  
*David W. Kenell*

# TOWN OF HOLDEN BEACH, NC

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## Town of Holden Beach

North Carolina

*The Family Beach*

### SOLID WASTE/ RECYCLING

#### Solid Waste Pick-Up Schedule

Website  
Info

October - May: Pick-up is every Tuesday.

The Saturday before Memorial Day (additional pick-up the Saturday before Easter) - the Saturday after Labor Day: Pick-up is every Tuesday and Saturday.

Please note:

- Trash carts must be at the street by 6:00 a.m. on the pickup day.
- Carts on OCEAN BOULEVARD ONLY will be rolled back to the front of the house.
- BAG the trash before putting it in the cart.

Additional garbage carts are available for yearly rental through Waste Industries. Please call Waste Industries at (910) 253-4177 for more information or to request your additional garbage cart.

Rental homes need to make sure they have the proper amount of garbage carts to meet Town ordinance. All rental homes need to have at least one trash cart per two bedrooms (example: 1 - 2 bedrooms - 1 cart, 3 - 4 bedrooms - 2 carts, 5 - 6 bedrooms - 3 carts). [Click here](#) to view the full ordinance.

### Curbside Recycling

Waste Industries offers curbside recycling for Town properties that desire to participate in the service. The service cost is \$54.00 annually paid in advance to the Town of Holden Beach and



consists of a 96 gallon cart that is emptied every other week. You may apply in person at Town Hall or by downloading the application by [clicking here](#) and mailing it in with your check payment. [Click here](#) to view the details on what materials are accepted. [Click here](#) to view the collection schedule.

## Recycling Center

\*\*\*Effective September 6, 2016 The Recycling Center under the water tower will no longer be operational. Brunswick County operates a manned facility at 1709 Oxpen Road. The site is open 8:00 a.m. - 6:00 p.m. Mondays, Wednesdays, Fridays and Saturdays.\*\*\*

## Yard Waste Service

Yard debris is collected on the 2nd and 4th Fridays of March, April, May, October, November and December.

Debris must be placed in a biodegradable bag or bundled in a length not to exceed five (5) feet and fifty (50) pounds. Each residence is allowed a total of ten (10) items, which can include a combination of bundles of brush and limbs meeting the required length and weight and/ or biodegradable bags with grass clippings, leaves, etc.

Picks-ups are not provided for vacant lots or construction sites.

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110 Rothschild Street  
Holden Beach, NC 28462

9108426488  
Fax 9108429315

[heather@hbtownhall.com](mailto:heather@hbtownhall.com)

**NOTICES**

Rumor Control Brunswick County Public Utilities Rates [Learn More](#)  
 A Message from the Brunswick County Board of Commissioners [Learn More](#)  
 Information on GenX and Brunswick County Public Utilities Drinking Water [Learn More](#)



**VISITORS** ▾

**RESIDENTS** ▾

**BUSINESS** ▾

**DEPARTMENTS** ▾

**COMMISSIONERS** ▾



# ACCEPTED ITEMS & TIPPING FEES



**HOLIDAY SCHEDULE**



**RECYCLING:  
CURBSIDE AND  
DROP-OFF  
COLLECTION**



**ACCEPTED ITEMS &  
TIP FEES**



**LOCATION & HOURS**

## SOLID WASTE AND RECYCLING

2017 SOLID WASTE HOLIDAY SCHEDULE

ACCEPTED ITEMS & TIPPING FEES

CONVENIENCE CENTERS

DISASTER DEBRIS

HOUSEHOLD GARBAGE

KEEP BRUNSWICK COUNTY BEAUTIFUL

## ACCEPTED ITEMS & TIPPING FEES

MATERIAL	COUNTY C&D LANDFILL	CONVENIENCE SITES	TIPS
ASBESTOS	\$30.00 per ton (no minimum charge)	Not accepted at Convenience Sites	Asbestos is a hazardous material that must be treated in a special way. Click <a href="#">here</a> for asbestos disposal instructions and policies.
BROWN GOODS	\$59.00 per	\$10.00 per item	Consider

## COLLECTION DAY INFO CONTACT WASTE INDUSTRIES

(910) 253-4177

## FOR FURTHER ASSISTANCE

(910) 253-2520

[OPERATIONSERVICES@BRUNSWICKCOUNTYNC.GOV](mailto:OPERATIONSERVICES@BRUNSWICKCOUNTYNC.GOV)

LANDFILL

LOCATIONS MAP

MULCH

NEWSLETTERS

RECYCLING: CURBSIDE & DROP OFF

OPEN MON-FRI:  
8:00 A.M. - 4:30 P.M.

Large items such as old furniture and mattresses	ton (no minimum charge)	\$48.00 max charge for a pickup truckload	donating usable furniture items to the Brunswick County Swap Shop located at the landfill. No cloth or broken items are accepted.
CONSTRUCTION AND DEMOLITION DEBRIS  Treated wood, sheet rock, doors, windows, siding (aluminum & vinyl), pipe (pvc, aluminum, metal)	\$59.00 per ton	\$14.00 minimum \$20.00 for 1/4 truckload \$40.00 for 1/2 truckload \$60.00 for 3/4 truckload \$80.00 for full truckload	Consider donating usable construction materials to Habitat For Humanity. Phone the Brunswick County office at 454-0007.
ELECTRONICS  Electronics must be complete and not broken into pieces	No charge to county residents and/or property owners.	No charge to county residents and/or property owners.	
HOUSEHOLD RECYCLABLE MATERIALS  Click <a href="#">here</a> for more information.	No charge	No charge	
LCID  Concrete, brick, clean soil	\$59.00 per ton (clean concrete-FREE)	\$14.00 minimum \$20.00 for 1/4 truckload \$40.00 for 1/2 truckload \$60.00 for 3/4 truckload \$80.00 for full truckload	
MOBILE HOMES	\$59.00 per ton <i>Note: If a mobile home will fit on the scale, the</i>	Not accepted at Convenience Sites	

				<i>\$59-per-ton rate applies If not, a flat rate of \$250 per single-wide will be charged.</i>
<b>MUNICIPAL SOLID WASTE</b>  Regular household garbage	\$59.00 per ton (no minimum charge)	\$3.00 per 1-20 gallon bag \$4.00 per 21-40 gallon bag \$5.00 per > 40 gallon bag	Consider starting a compost pile to reduce your household waste. Vegetable and fruit scraps, coffee grnds, and tea bags, are key ingredients for a compost pile. For more information about composting, visit the Brunswick County Cooperative Extension website.	
<b>OYSTER SHELLS</b>	No charge	No charge  All sites except for Leland.		
<b>SHINGLES</b>  Clean shingles have no other materials mixed in, though nails and tar paper are fine, and may be recycled. No wood or other roofing material is allowed in this collection.	Clean: \$34.00 per ton (recyclable) Mixed with other construction debris: \$59.00 per ton	\$14.00 minimum \$20.00 for 1/4 truckload \$40.00 for 1/2 truckload \$60.00 for 3/4 truckload \$80.00 for full truckload All shingles taken to convenience sites are considered Construction &	Consider donating usable construction materials to Habitat For Humanity. Phone the Brunswick County office at 454-0007.	

			you prefer to load the mulch yourself. The landfill is open from 8.00am until 4.00pm, Monday through Saturday.
<b>OTHER</b>	No charge	No Charge	
Used oil, used anti-freeze, lead acid batteries (e.g. automobile batteries), rechargeable batteries, gasoline, textiles, fluorescent bulbs, used cooking oil, smoke detectors and latex paint.	Latex paint is self-pour (can opener not provided)	Used cooking oil, textiles, smoke detectors and fluorescent bulbs only	

## NEWS & EVENTS

GET THE LATEST UPDATES AND HAPPENINGS ON EVENTS THROUGHOUT THE COUNTY.

services. She provided examples. She said the Town has a prohibition on peddlers. Commissioner Freer thinks the biggest attraction for this is that this company has a presence on the beach. Mayor Pro Tem Fletcher asked if it could be an issue to stop in front of ice cream shops. Attorney Fox thinks there are a number of factors the Board will want to consider in awarding contracts. Commissioner Freer thinks the next step would be for Attorney Fox to work with the staff to come up with the options so an informed decision could be made.

Commissioner Kyser had a point of order question. He said the agenda said guest speaker, not debate. He asked if it is appropriate. Mayor Holden agreed with the point of order.

#### **DISCUSSION AND POSSIBLE ACTION ON ORDINANCE 17-01, AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES OF THE TOWN OF HOLDEN BEACH**

Town Clerk Finnell explained Ordinance 17-01 would adopt Supplement 15 to our Code of Ordinances. The supplement codifies all amendments since the last supplement.

*Motion by Mayor Pro Tem Fletcher to approve Ordinance 17-01, Enacting and Adopting a Supplement to the Code of Ordinances; second by Commissioner Isenhour; approved by unanimous vote.*

#### **DISCUSSION AND POSSIBLE APPROVAL OF SOLID WASTE CONTRACT BETWEEN THE TOWN AND WASTE INDUSTRIES**

Administrative Assistant McDonald explained the only change is a 2% increase on some of the fees and possibly getting rid of the yard waste collection. If the Board doesn't want to get rid of it, staff suggests bidding the service out to control costs. Commissioner Kyser asked about yard waste service. Administrative Assistant McDonald said it is \$0.98 per residence, per pick-up. Only 200 – 300 properties participate. Town Manager Hewett said it is about \$14,000 a year for yard waste. Commissioner Kyser said he and the people on his street utilize the service. Commissioner Freer asked if the Town could use a different model since we have history that not everyone uses the service. Administrative Assistant McDonald said Waste Industries said it was not cost efficient for them to provide the service. Public Works Director Clemmons added the cost would double if Waste Industries keeps the service in the contract. Commissioner Royal said we do have a precedent of people paying for recycling if they choose to recycle. Paying for yard waste could be an alternative. Town Manager Hewett said we haven't put together a statement of work. If the Board desires to provide the service, we would cost it separately. **The Board talked about recycling services. Town Manager Hewett said in September we will have a year's worth of data (amount of time since the centralized recycling was removed). At that time he would like to assemble a stakeholder group to look into the service level requirement. Attorney Fox said in Section 2 of the contract, the word exclusive should be removed; in the 2<sup>nd</sup> paragraph it should say Holden Beach, not Brunswick County; and the contract needs to have a pre-audit statement.**

*The Board voted 4 – 1 to approve the contract amended with Attorney Fox's suggestions with Mayor Pro Tem Fletcher, and Commissioners Royal, Freer and Isenhour voting for the motion and Commissioner Kyser voting in the negative.*

requirement relating to the FEMA grant. This firm has met with the Audit Committee and it is the committee's recommendation to continue with them.

*Motion by Mayor Pro Tem Fletcher to approve the contract; second by Commissioner Isenhour; approved by unanimous vote.*

#### **FISCAL YEAR 2016 – 2017 BUDGET UPDATE**

Town Manager Hewett reviewed the budget to actual numbers as of the end of the third quarter. He reviewed the highlighted column which represents actual revenues, minus actual expenses plus encumbrances.

Highlights include in the General Fund we are about a quarter percent above our collection rate on our property taxes. Our Water and Sewer Use charges are approximately 75%. We haven't seen any decrease in the amount of water people have appeared to use. Occupancy tax collections are at about 95% of what was budgeted. Debt service for the Emergency Operations Center and Town Hall have been made. The County sewer debt service payment and Central Reach debt services have not been made out of the BPART Fund. We still have significant debt services still outstanding. In the General Fund this is the time of year we take a lot of revenue in. We do post a report monthly online. If folks are interested, there is a budget workshop on April 24<sup>th</sup> at 9:00 a.m.

Commissioner Freer asked the current balance for Water/ Sewer Fund. Town Manager Hewett replied about \$4 million in fund balance. BPART is at about \$2.5 million. Mayor Pro Tem Fletcher said the Audit Committee reviewed the results with Town Manager Hewett. Town Manager Hewett said the challenge is dealing with Hurricane Matthew expenses.

#### **DISCUSSION AND POSSIBLE APPROVAL OF ORDINANCE 17-05, AN ORDINANCE AMENDING HOLDEN BEACH CODE OF ORDINANCES SECTION 92.03, FRONTAL DUNE POLICIES AND REGULATIONS**

Building Official Evans proposed changing the language to a maximum width of four feet so it matches what is on the other side of the frontal dune.

Commissioner Royal said it doesn't specify a minimum. Building Official Evans said you could put a minimum, but he never had anyone ask to make one smaller. Commissioner Isenhour asked for clarification on why it specifies lots that have more than 300 feet from the seaward toe of the frontal dune to the last line of stable vegetation. Building Official Evans explained that number was determined by staff weighing the amount of damage and debris versus damage done by walking through.

*Motion by Commissioner Royal to approve Ordinance 17-05; second by Commissioner Isenhour; approved by unanimous vote.*

#### **DISCUSSION AND POSSIBLE ACTION ON YARD WASTE PICK-UP**

Public Works Director Clemmons said in the February meeting when the Town renewed the Waste Industries contract, we decided not to continue yard waste pick-up due to the cost increase. He reviewed

the results of the public survey. We did seek bid proposals from other sources and we would be able to provide the service at about the price Waste Industries was charging before the new contract. Commissioner Freer suggested an idea would be to treat this similar to how we treat recycling. He asked if staff could go back to the companies that bid and see if they can give a price if people sign up individually for the service. He said it seems a large percentage doesn't use the service. Town Manager Hewett said if folks want to procure that service that is readily available from just about any landscaper. Mayor Pro Tem Fletcher asked if we were able to determine the amount of pickups in the past. Public Works Director Clemmons replied we don't know. Commissioner Kyser said on his street almost every house used it. Public Works Director Clemmons said you can't put yard debris in the trash cans because Waste Industries won't pick it up. Mayor Pro Tem Fletcher would like to approve it for a year, monitor it and then decide if it is worth it next year. Commissioner Royal suspects more people than the survey response use it and thinks it is a basic service a town our size should provide. He thinks there could be an environmental impact from not collecting. Commissioner Freer said we are a unique community and agrees with the compromise. Town Manager Hewett said we could procure it administratively based on the Board's consensus. Commissioner Freer said Costal Transplants has the low cost. Public Works Director Clemmons said all his experience with them has been positive.

*The Board asked Town Manager Hewett to take care of it and assess it again after we captured a year's worth of data.*

#### **DISCUSSION AND POSSIBLE APPROVAL OF ORDINANCE 17-06, AN ORDINANCE AMENDING HOLDEN BEACH CODE OF ORDINANCES SECTION 50.04, ACCUMULATION AND COLLECTION**

Public Works Director Clemmons said this is a housekeeping issue. It is an amendment to our ordinance. The current ordinance was crafted from when Waste Industries took cans from the racks. They won't do it for anyone in the county anymore so the language needs to be removed.

*Motion by Commissioner Royal to approve the amended ordinance; second by Mayor Pro Tem Fletcher.*

Commissioner Freer said the rack language is still in there. Public Works Director Clemmons responded that you can still have a rack, but Waste Industries won't remove it from the rack.

*The motion was approved by unanimous vote.*

#### **DISCUSSION AND POSSIBLE ACTION ON LOCKWOOD FOLLY INLET FUNDING**

Shoreline Protection and Recreation Manager Ferguson said in regard to the inlet, we received information that the navigation buoys will be pulled. Previous to that, the Chief of Navigation said that the Merritt was the only vessel that could navigate the inlet. Earlier in the season, the Merritt needed repair work that caused its schedule to be moved back. The interpretation the Chief had at the time was if the inlet was navigable when they had time to dredge, they would only be able to work four or five hours a day, at high tide. That wouldn't decrease or prorate the cost. The cost is currently \$15,000 per day, based on a ten hour day. He also said if the buoys were removed, it is hard to get them replaced until the inlet is in such a condition that it is considered safe by the Coast Guard again. Shoreline Protection and Recreation Manager Ferguson reviewed a chart from the Beach Inlet Management Plan. No federal



### Agenda Item 13

Recycling: request Town Manager to conduct study to determine cost to implement weekly collection of recycle materials from June through September. Require all rental units to have one recycle bin.

## Agenda Item 14

Solid waste: request Town Manager to determine effective way to enforce requirement that rental units have one trash can for each 2 bedrooms.

# SWOT ANALYSIS: SOLID WASTE



**SERVICE**

**STRENGTH**

**OPPORTUNITIES**

**THREATS**

Blue Can Recycling	Makes people feel good	Cycle timing conducive? (rentals, part-time)	Make it work for everyone	Cost associated
For a portion of service population it works	Seen upward trend	For a portion it doesn't work	Possible decrease in black can cost (County and/ or Town pickup)	Household garbage contamination
Does decrease landfill load	Catch all garbage	"Walmart" bags	Will the County pay for countywide service?	Petroleum increase for plastics
<b>Bulk</b>	Offseason falls to in-house Weekly service of cans			
<b>Strand &amp; Access</b>	it works		Relocate cans to roadside (offseason and/ or year-round)	Safety (road)
	Not a lot of refuse	Aesthetics Twice a Week ←	Regular black can roadside in offseason and/ or year-round	Private versus public
<b>Pet Waste Stations</b>	Well used/ received Environment plus sanitation	How much is enough? Demand? Misuse of bags	Better distribution of cans (enough, need more or less?)	Not participating Empty receptacles

**\*\*Cost is a potential threat to all categories.**

# SWOT ANALYSIS: SOLID WASTE

SERVICE	STRENGTH	WEAKNESS	OPPORTUNITIES	THREATS
Black Trash Can	Does work	Subject to consumer compliance/ participation	Refine the mix of recycling. Would need an ordinance change to the current black can requirements for rental homes.	Cost increase (for example fuel costs)
		Location	Cyclic with recycling	Perception of trash not collected based on the pickup cycle
		Timing	Education	Compliance
Black/ Blue Can Rollback Service	Does work	Is the service equitable? Ocean Boulevard rentals receive the service, but rentals on other streets (canals and side streets) do not. Non-rentals on Ocean Boulevard get the benefit of the service, even though funds paid from BPART.	Changing to a private service, instead of a government service (for example rental companies handle on Saturdays).	Is geographical distinction okay?
			Look at Tuesday/ Saturday options.	
Yard Waste	Users need/ want Small Group	Frequency adequate? Not commercial users (rental homes)	Timing Schedule Mulching	Compliance Black Can Violators Public nuisance Contractor safety
White Goods		Possible service deficiency	Responsibility to homeowner Large item pickup day Vendor relationship	Abandonment/ not claimed Cost increase?

## Benchmark Information

Municipality	Trash Pick-up Day	Rollback Service	Bulk Trash Bin	Bulk Recycling	Curbside Recycling	Who Pays for Curbside	Recycle Cost	Recycle Pick-up Day	Yard Debris Pick-up	Schedule	Large Item Pick-up	Pet Waste Stations	Cans on Sidings
Halden Beach, TR - \$0.22 per \$100, Pop. 619, General Fund and BPART	Off-season: Tuesday, Summer: Tuesday and Saturday	Yes	Yes	No	Yes, voluntary program	Homeowner pays		Every other Tuesday	Yes, contractor	2nd and 4th Fridays in March, April, May & October, November & December	No	Yes	Yes, on beach side. This winter will be street side.
Calabash, TR - \$0.875, Pop. 1,972, GF Revenue	Wednesday	No	No	Self-service, No curbingled	No	n/a	didn't provide	n/a	Yes, by town staff	Once per month	No	No	n/a
Ocean Isle, TR - 18.75%, 630 fulltime, 25,000 in mid-May - summer, Combo of General Tax and Accommodation Tax	Off-season: Monday, fulltime, 25,000 in mid-May - summer, Combo of General Tax and Accommodation Tax	No	No	Stopped in December 2016	Yes	1st cart - Town, additional carts are responsibility of homeowners	didn't provide	Off-season: every other Monday, Summer: every Saturday	Yes, by town staff, Looking at purchasing a garbage truck to help w/ collection	Year-round, 1st and 3rd Tuesday of each month	No	Yes, located at most beach accesses	Polycarbs for trash and recycling, available street side only
Caswell Beach, TR - \$0.22, Pop. 400, Accommodation tax pays for second pickup	Off-season: Wednesday, Summer: Wednesday and Saturday	No (used to)	Yes	No	Yes	Town	Estimates it's \$3.50 per bin	Off-season: every other Wednesday, Summer: every Saturday	Yes	Twice a year	No	Yes, located at every beach access	Cans in the parking lot and on strand at each access
Sunset Beach, TR - \$0.16 per \$100, Pop. 4,128, second pickup from accommodation and Saturday tax, debris from Street Department	Off-season: Wednesday, May - September: Wednesday and Saturday (island only)	Yes	No	No	Yes, voluntary program	Homeowner pays	\$56 mainland customers, \$73 island customers, \$75 replacement cost	Off-season: every other Wednesday, Summer: every Saturday (island only)	Yes, by Town staff	Year-round, sometimes takes up to three days to get all debris	No	Yes, located park & gazebo	Have on strand and access (solar bellys), located at public accesses only

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Shallotte, TR - \$35 per \$100, Pop. \$,462, General Fund	Wednesday	No	No	No	Yes	Town	\$3.86 per container, \$4,844.30 per month (paid out of taxes)	Every other Tuesday	No	n/a	No, but advertise free dump week	Yes, located at park only	n/a
Oak Island	Trash is collected in zones. Main part is Monday or Tuesday. Any property south of Davis Canal is Wednesday and in the summer it is Wednesday and Saturday.	Yes, through contract w/ property owners paying. \$300 with 4 bedrooms or less, \$360 for 5 or more bedrooms. Service is to curb and appliances, back. Also scrap metal provide specialized services by additional cost.	Yes, bulk can is at the airport and is open to the public one Friday per week, from 9AM - 1PM and Saturdays once a month for furniture, appliances, scrap metal and electronics.	Yes	Town	Yes, by staff.	\$3.82 per container. Town charges \$8.71 per residence. It covers recycling, yard debris and operation of convenience site.	Main part gets it every other week, same day as trash pickup gets it weekly year-round.	Yes, by staff.	Once a month year-round, based on zones. Town runs three trucks weekly.	No, but has convenience site.	Yes, but at no cost to town. Volunteer operated.	96 gallon on street side. Received a grant, has a truck to empty it.
Surf City - Waste Management, TR - \$0.41 per \$100, Pop. 3,500, Solid Waste Enterprise Fund	Trash is collected in 3 sections (Monday - Wednesday)	No	Yes, 3 different ones (2 trash and 1 metal)	No	Yes	Homeowner	They charge \$25 per month for 96 gallon trash and 64 gallon recycle rollout cart	Same days as trash	Yes, contractor	3 times a year	Once a year	Yes at about 40 locations around town	Street-side

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Carolina Beach, TR - \$0.235, Pop. 6,042, Waste Costs paid by homeowners, add'l svcs paid from Utility Operating budget	Monday or Tuesday (1 day a week), Commercial is based on customer needs	Yes, with doctor's note only	Yes, town use only	No	Yes	Cost paid by homeowner	\$18.90 a month for trash and recycling.	Monday or Tuesday, every other week	Yes, by town staff	Once a month	Yes, but by additional charge (minimum \$30)	Yes, in dog parks and areas dogs are allowed	On the strand and in parking lots, locate in areas of high demand
North Topsail Beach, TR - \$0.3932 (\$0.2361 goes to GF, Nourishment Fund), Pop. 743, sanitation Contracts, Tipping Fees and Recycling	Off-season: Wednesdays, April - October, Wednesdays and Saturdays	No, was in the past, Rental companies hire people for rentals, thinks a company works with homeowner to do it	Not any more	No	Yes	Cost paid by homeowner	\$17.40 a month for 1 trash cart and 1 recycling cart. Additional recycling carts are \$80 over year.	Wednesday year-round	Yes, town staff	Three times a year	No, can take to convenience center and get reimbursed if there is a fee.	No, but have BlueTubes which can be used for pet waste, high tide and land side in areas where high tide would reach them	Cans on beach strand in areas that don't get water at high tide and land side in areas where high tide would reach them
Topsail Beach, TR - \$0.3125 per \$100, Pop. 403, General Fund	Offseason: Mondays, Summer: Mondays and Thursdays	No	No	Yes	No	Residents pay \$1 per month on utility bill for bulk recycling and Fridays in the summer	Residents pay \$1 per month on utility bill for bulk recycling and Fridays in the summer	Bulk bin picked up on Tuesdays and Fridays in the summer	Yes, contractor	Once a month in the offseason and twice a month during the summer	Yes, have bulk pickup (includes yard waste and the big items)	Yes	At public accesses and town park. They try to put anywhere the public gathers

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Kure Beach, TR \$0.2625 per \$100, Pop. 2,200, General Fund	Mondays & Tuesdays by Public Works	No	Yes	No	Yes through Waste Industries	Homeowner	\$4.88 per bin	Mondays & Tuesdays	Yes, Public Works	every Thursday	Yes	Yes, beach accesses and parks and parking lots	On the beach and in parking lots



## **SOLID WASTE FUNCTIONAL REVIEW –MaryLou Lahren**

*The Good – tremendous strides since we purchased our first property in 1991*

*Does more need to be done? Yes*

*Will any improvements be made? Possibly...*

Our current generation is the “keeper” of the environment. It is incumbent upon us to do everything possible to ensure that our island remains a turtle sanctuary and has a healthy beach. To ensure this, we need:

### **Mandatory Recycling Island Wide**

- a. At least 1 blue can per property
- b. Where you have additional bedrooms for rental properties, the blue can takes precedence over the added black one
- c. Waste Industries needs to provide handout as to how items are to be separated and placed in container

### **Collection Days**

- a. During rental season both waste and recyclables need to be collected WEEKLY on Saturday morning
- b. During the off season, recyclables can be collected bi-weekly and on regular collection day

### **Roll-Back Service**

- a. Ideal Situation is to have it “island wide”
- b. If budget constraints prevent this, then discontinue roll-back” service during the
- c. ‘off season”

### **Beach Receptacles**

- a. ONLY place on strand at THB accesses (remove cans from private properties)
- b. Retain daily collection pick-up during the season
- c. Weekly pick-up during off season
- d. Would like to see “attractive” receptacles holding the can, not just a post stuck in the ground (Murrell’s Inlet has something like this)

### **Pet Waste Stations**

- a. Should contact property owner for permission prior to placing on lot

### **Rental Agency Co-operation**

- a. Agency REQUIRED to disseminate information to renters
- b. If renter does NOT get container streetside in time for collection,
  - a. Agency will send truck out to pick up and charge cost against security deposit

### **Cleaner Co-operation**

- a. Cleaners be required to take any trash or cleaning materials with tem upon leaving property, not placed in waste industry container
- b. if cans have already been collected, cleaner should securely replace under the property so it does not blow around

### **Brush Pick-Up**

- a. Monthly but on an annual basis

### **Large Item Pick-Up**

- a. Semi-annual (Once in the spring, again in the fall)

### **Commissioner Responsibility**

- a. Need to pass ordinance
  - a. requiring all trash receptacles to be placed street-side the night before collection
  - b. removed from the street by 6 pm on day of collection

Because the permanent residents of the island do not contribute to the BPART fund, their services should *not* be curtailed. It must be remembered that it is these residents who care for this island and who freely give of their time to serve on committees and in town government positions. Property owners who "merely" rent, are all too often only concerned with their "bottom dollar", not with the well-fare of the community. And it is all too often said of vacationers, they "leave their brains" on the other side of the bridge.

November 30, 2017

David Hewett  
Town Manager  
Town of Holden Beach

**RE: Solid Waste Review Recommendations**

David,

I want to thank you for the opportunity to serve the Town of Holden Beach and its residents. We live in a very special place and it is my hope and desire to maintain that special quality of life.

Below are my recommendations for the Town of Holden Beach going forward:

Black/Blue Can Rollback Service:

Eliminate this service. It is discriminatory and economically not justifiable. The responsibility of rolling back trash cans should fall on the property owners, renters and rental companies, not the Town and ALL of its propertytax payers. The Town should look into ways (ordinance, etc.) to ensure enforcement.

Whichever direction the Town chooses going forward (rollback or no rollback), it should be applied island wide. If the justification to rollback cans is safety or aesthetics or other, these are applicable to every street and home on the island (obviously the majority of rental houses on the island are not physically on Ocean Blvd).

Yard Waste Pickup:

Eliminate this service. Given the very limited utilization of the service by HB property owners it is not economically justifiable. The Town cannot be all things to all residents. Personal responsibility should takeover.

Blue Can Recycling:

Eliminate this service. The success of recycling is a speculative proposition. Other than aluminum products, there is some question as to how much of the remaining items (plastics, glass, paper, etc.) are actually recycled vs placed in a different landfill. Additionally given the limited utilization of the service by HB property owners it possibly has a negative environmental impact and is also not economically justifiable. To expand the service and require island wide participation is also a mistake. The logistical problems created are dramatically increased from cross pollution with normal trash, non-participation, trash and cans left on streets given bi-weekly pickups, etc.

Best regards,



Richard S. Weigand

## Heather Finnell

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**From:** Woody Tyner <woody@tyner.net>  
**Sent:** Tuesday, December 12, 2017 9:37 AM  
**To:** Heather Finnell  
**Subject:** Trash Services Feedback  
**Attachments:** Scan0002.pdf

**See my attached scratch notes for HB Trash Services recommendations.**

Translation is as follows:

1. Yard waste pickup once a month March – November
2. On island Convenience Site similar to the one on Oxpen Road open only on Saturdays.
3. Provide a paid concierge service to residents for pickup of large trash items or other items using a third party service at a fixed cost.

Other items on list were covered by other group participants.

Saw your family pics at Tree Lighting! Great looking family!

Merry Christmas!

Woody Tyner

ent from Mail for Windows 10

Given that:

- The recycle dumpsters are no longer available;
- The Town of Holden Beach wishes to encourage recycling;
- A majority of solid waste is generated by renters (at least in the summer months);
- Historically it has been difficult to incent the rental community to be attentive to solid waste disposal,

It is unlikely any recycling program that depends on renters engaging enough to remember which day of which week is curbside recycling.

To encourage greater participation in the recycle program, there are some alternatives that may serve this end:

1. Pick up recycle bins every trash day. For homes required to have 3 solid waste cans, require one to be a recycle bin and require every home to have a bin; or
2. Pick up recycle bins one day a week. Again, for homes required to have 3 solid waste cans, require one to be a recycle bin and require all homes to have a bin; or
3. Any plan that would not require people who are here only for a week to think about what day of what week is recycle day.

Also, perhaps Waste Management can place stickers on all cans reminding us of pickup days for recycling and other solid waste.

**CURBSIDE RECYCLING COSTS COMPARISON**

	Customers	Bins	Mo fee per cart	Mos	Per res Yr Cost	Town total cost	Ind Grp Total Cost
<b>A.</b>	<b>Current</b>	<b>No Town funded Individual recycling service</b>					
	0	0	0.00	0	0.00	0	0
<b>AA.</b>	<b>Town Pays for one weekly recycling bin for all residences</b>						
	2451	1	7.20	12	86.40	211766.4	
<b>AAA.</b>	<b>Town pays for one weekly bin 15 May - 15 Sep and biweekly for remaining 8 mos</b>						
	2451	1	5.13	12	61.56	150883.6	
<hr/>							
<b>B.</b>	<b>Current</b>	<b>Individual Subscription - Biweekly Annually</b>					
	380	1		12	54		20520
<b>BB.</b>	<b>Individual Subscription Weekly - year round</b>						
	380	1	8.20	12	104.40		39672
<b>BBB.</b>	<b>Individual Subscription - Weekly for 15 May- 15 Sep and biweekly for remaining 8 mos</b>						
	380	1	5.73	12	74.76		28408.8