

# TOWN OF OAK RIDGE

## VOLUNTEER APPLICATION FOR BOARD OR COMMISSION



Please return your completed application to the Town Clerk by hand at 8315 Linville Road, by mail to P.O. Box 374 Oak Ridge, NC 27310, or by email to [ssmith@oakridgenc.com](mailto:ssmith@oakridgenc.com). Please call (336) 644-7009 with any questions regarding your application.

Please note that Town of Oak Ridge Volunteer Applications are Public Record according to North Carolina law and can be shown to third parties without notice.

### Please Type or Print Clearly

(1) Name: \_\_\_\_\_ Date \_\_\_\_\_

(2) Address: \_\_\_\_\_

(3) Email Address: \_\_\_\_\_

(4) Phone Number(s): \_\_\_\_\_

(5) Please indicate on which board you would like to serve by selecting from the following options. Please visit [www.oakridge.com](http://www.oakridge.com) for more information and click Board & Committees.

Board of Adjustment  
Conservation Easement Committee  
Finance Committee  
Historic Preservation Commission  
Mountains-to-Sea Trail Committee

Parks & Recreation Advisory Board  
Planning & Zoning Board  
Tree Committee  
Water Committee

(6) Where do you reside:  
Incorporated Oak Ridge: For \_\_\_\_ Years  
Oak Ridge ETJ: For \_\_\_\_ Years

(7) Are you currently serving on a Town of Oak Ridge Advisory Board?      Yes      No  
If Yes, which one: \_\_\_\_\_

(8) Have you previously served on a Town of Oak Ridge Advisory Board?      Yes      No  
If Yes, Did you complete the term for which you were appointed?      Yes      No  
If No, Please explain: \_\_\_\_\_

(9) Where are you currently employed? \_\_\_\_\_

Current Position or Job Title: \_\_\_\_\_

Brief Description of Job Duties:

(10) Please list any volunteer, professional or civic activities in which you participated:

(11) Any additional information or comments relating to your ability or desire to serve on a Town of Oak Ridge Advisory Board (feel free to attach a resume for additional information):

(12) How did you learn about this volunteer opportunity?

(13) For purposes of reporting to the NC Department of the Secretary of State (as required by G.S. 143-157.1), are you: Female: \_\_\_\_\_ or Male: \_\_\_\_\_

This application will stay on file for two years, if not appointed during this time frame; this application will be discarded without notice.

**For Internal Use Only**

Residence: Incorporated

ETJ

Date Received:

Board Interview: Date:

Nominated: Yes No

Appointed: Yes Date:

Term of Office: Years Expiration Date:

Seat #: \_\_\_\_\_ on \_\_\_\_\_ (Board, Committee, Commission)



# Deer Urban Archery Season Renewal Form (January 11 - February 16, 2025)

January 27, 2024

Please update any contact information that is not correct

Town of Oak Ridge  
Sandra Smith  
PO Box 374  
Oak Ridge, NC 27310

Name of Representative: _____
Address: _____
City: _____ Zip Code: _____
Email Address: _____
Phone Number: _____

Do you wish to participate in the 2025 Deer Urban Archery Season (January 11 – February 16, 2025) Yes  No

It is Wildlife Management policy to provide a complete list of participating municipalities to the hunting public in the Regulations Digest. Please indicate the phone number and/ or website to be listed in the 2024-25 Inland Fishing, Hunting, and Trapping Regulations Digest (Please Print)

Phone Number: \_\_\_\_\_

Website: \_\_\_\_\_

Are there any changes to the map submitted with your participation letter? Yes  No

If "Yes", please attach a new map to this form. (No larger than 11"X17")

Please print and sign the name of the representative for the Town of Oak Ridge.

Name of Representative: \_\_\_\_\_

(Please Print Name)

Signature: \_\_\_\_\_

Thank you for your interest in the management of our state's wildlife resources. Please complete and return this form by mail to:

Terrell Eason, Program Support  
Wildlife Management Division  
1722 Mail Service Center  
Raleigh, NC 27699-1700

Or email:  
[terrell.eason@ncwildlife.org](mailto:terrell.eason@ncwildlife.org)

  
Brad Howard  
Chief, Wildlife Management Division  
(919) 707-0050

Applications must be received by April 1, 2024, to be a part of the Deer Urban Archery Season

# MEMORANDUM

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TO: Town Council

FROM: Bill Bruce

DATE: March 1, 2024

RE: Franchise Agreement GFL Environmental

The Town's exclusive franchise agreement with GFL Environmental will expire March 31. GFL has requested a renewal for an additional three years, as allowed in the agreement.

GFL Environmental (formerly Waste Industries) has held the exclusive franchise for waste collection in Oak Ridge for many years (at least since 2009). According to the agreement, rates can be increased or decreased in proportion to the percentage change in the Consumer Price Index for the Southeast U.S., with no increase to exceed 3% per year. The agreement also allows for additional price increases for direct operational costs over which GFL has no control (fuel costs, landfill fees, government regulations, etc.).

The monthly rates proposed for the current renewal are as follows:

Trash: **\$19.21** (a 3% increase over the current rate of \$18.65)

Recycling: **\$1.16** (a 3% increase over the current rate of \$1.13)

Attached is a copy of the 2009 agreement, which has been renewed every three years since. Staff receives very few complaints about GFL's service, and when complaints do arise they are always prompt in addressing them.

The attached ordinance must be read at two successive meetings before it can be approved.

**Requested Action:** Approve the first reading of Ordinance 2024-01.



**O-2024-01**

**Town of Oak Ridge  
Solid Waste Franchise Ordinance  
First Reading**

BE IT ORDAINED by the Town Council of the Town of Oak Ridge, North Carolina, that the Waste Collection Franchise Agreement between the Town of Oak Ridge and Waste Industries, Inc., originally dated April 2, 2009, renewed on March 31, 2012 and March 31, 2015, March 31, 2018, March 31, 2021, and currently expiring on March 31, 2024, is hereby renewed for a period of three years until March 31, 2027 between the Town of Oak Ridge and GFL Environmental Services, Inc. (formerly Waste Industries, Inc.).

Passed upon first reading and adopted this 7<sup>th</sup> day of March, 2024.

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Jim Kinneman  
Mayor

ATTEST:

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Sandra B. Smith, CMC, NCAMC  
Asst. Town Manager/Town Clerk

**NORTH CAROLINA**

**TOWN OF OAK RIDGE**

**WASTE COLLECTION FRANCHISE AGREEMENT**

**THIS AGREEMENT** entered into the 20 day of April, 2009, by and between the Town of Oak Ridge, a North Carolina municipal corporation (hereinafter referred to as Town), and Waste Industries, LLC. (hereinafter referred to as Franchisee), provides for the granting by Town to Franchisee of an exclusive franchise for the collection and transportation of residential solid waste and recyclable materials in the Town of Oak Ridge upon the following terms and conditions:

1. **EXCLUSIVE FRANCHISE.** Town hereby grants and Franchisee hereby accepts an exclusive franchise for the collection and transportation of all residential solid waste and recyclable materials in the Town of Oak Ridge from the point of pickup to a solid waste disposal site that has been permitted in accordance with applicable State and Federal laws, rules and regulations for disposal of solid waste. In disposing of solid waste, Franchisee shall transport the municipal solid waste to the Greensboro disposal facility or the High Point disposal facility and transport all recyclable material to the most cost effective material recovery facility (MRF).

2. **TERM.** The Franchisee agrees to furnish all necessary equipment, materials and labor to provide collection services. This agreement shall be binding upon all parties for a period of 36 months beginning April 1, 2009 and ending March 31, 2012. The parties hereto may, by mutual consent, extend the term of this agreement for additional three (3) year periods, hereinafter referred to as extension terms, according to the following provisions:

No later than December 31 of each year the Franchisee and the Town shall meet and discuss the Franchisee's performance during the proceeding period. Upon the Town's finding that the said performance is satisfactory for each and every year of the contract, and that it is in the best interest of the Town and the Franchisee to continue the agreement beyond the original term, then by mutual agreement the parties hereto may extend this agreement for an additional three (3) year

period. This provision is intended to allow the Franchisee and the Town to discuss and decide long-range aspects of the disposal and collection system, including capital equipment purchased prior to the expiration date of the agreement and to consider improvements in the collection system.

3. **COMPLIANCE WITH REGULATIONS.** Franchisee shall collect and transport all solid waste and recyclable materials in accordance with all applicable state, federal, and county laws, rules, ordinances and regulations. In particular, Franchisee shall comply with the North Carolina Solid Waste Management Rules, as they may from time to time be in effect and apply to its operation.
4. **FREQUENCY OF PICKUP.** Franchisee shall provide once per week, same day residential and recycling service to any resident in the Town of Oak Ridge who desires it. Franchisee shall provide 95 gallon, gray, roll-out carts for residential trash collection and new, green, 65 gallon roll-out carts for residential recycling collection. Replacement carts for residential trash collection and recycling must be of the same size and color as described above.
5. **RATES.** The resident will pay to the Franchisee \$15.73 per month in advance for once a week curbside collection of the contents of the roll-out trash container and once a week curbside collection of the contents of the recycling cart. An additional solid waste container is available to customers at a rate of \$7.50 per month and an additional recycling cart is available to customers at a rate of \$2.64 per month. Franchisee will not charge a "start up" fee of more than \$10.00 to new customers.
  - a.. Rates shall be increased or decreased annually in proportion to the percentage change in the Consumer Price Index (CPI) published by the U. S. Department of Labor, Bureau of Labor Statistics, for the southeast Region, all urban consumers, for the twelve (12) month period, January to December of each year. No increase shall exceed 3% per annum.
  - b. The Franchisee will provide the Town with a written request governing the rate adjustments no later than December of each year.
  - c. Requests for rate adjustments may be submitted to the Town more often than annually, if

such requests are solely and directly related to changes in direct operational cost related to this agreement over which the Franchisee has no control, including such expense as fuel costs, landfill fees and government regulations: provided however, that with the exception of changes in landfill fees, an increase in fees under the provision of this paragraph shall be at the Town's sole discretion. Furthermore, Franchisee cannot request more than a 5% increase for fuel charges over the term of the agreement. Furthermore, Franchisee can only request fuel increase when the standard diesel fuel rate is over \$3.00 per gallon. No rate shall be changed without the express written consent of the Town and then only after thirty (30) days advance written notice to all of the Franchisee's affected customers.

6. **SERVICES PROVIDED.** Franchisee will offer the following services, above and beyond solid solid waste and recycling pick up:

- a. Back door pick ups at a rate of \$23.50 per unit per month.
- b. Yard waste pick up is available to customers at a rate of \$1.47 per bag or bundle.
- c. Bulky waste collection is available to customers at the following rates:
  1. \$14.95 per unit for white goods
  2. \$9.95 per unit for furniture
  3. \$1.00 per bag for extra trash
- d. Franchisee will provide 95 gallon solid waste cart and 65 gallon recycling cart at town hall at no charge.
- e. Franchisee will provide trash dumpster and a minimum of (3) three 65 gallon recycling carts at Oak Ridge Town Park at no charge.

7. **FRANCHISEE'S REPRESENTATIONS.** Franchisee warrants that it has the financial capability, equipment, employees, governmental permits and authority to fulfill its obligations under this Agreement and that it will, at its sole expense, provide all equipment, manpower,



facilities, permits and authority necessary to carry out its obligations under this Agreement.

Franchisee further represents that the services to be rendered will be carried out in an orderly and workmanlike manner.

8. **PERFORMANCE CONDITIONS.** The Franchisee shall perform its obligations in a fair and efficient manner. If the Town concludes that the Franchisee is not performing as required under the term of this contract, the Town shall notify the Franchisee in writing as to any deficiencies in performance and the franchisee shall have fifteen (15) days from receipt of said notice in which to object to said deficiencies in writing. If the Franchisee does not contest the noticed deficiencies, the Franchisee shall remedy said deficiencies within (30) days from receipt of said notice. In the event the Franchisee fails to remedy such deficiencies, then the Town may terminate this contract, and the Franchisee shall be liable to the Town for damages as provided by law and reasonable attorney's fees and court costs incurred in enforcing this contract.

9. **INDEMNITY.** Franchisee agrees to protect, defend, indemnify and hold Town free and harmless from and against any and all claims, liabilities, demands and causes of action of every kind and character arising in favor of governmental agencies or third parties (including employees of either party) on account of personal injuries, death, or damages to property or otherwise out of Franchisee's neglect in performance of the work provided for hereunder or failure to comply with applicable State and Federal laws, rules or regulations.

10. **INSURANCE.** During the term of this Agreement or any extension thereof, Franchisee agrees to keep in force Worker's Compensation insurance as required by the laws of the State of North Carolina, as well as vehicular and public liability insurance with limits of not less than \$500,000.00 per person, \$1,000,000.00 per occurrence and \$250,000.00 per occurrence property damage; comprehensive general liability coverage, \$1,000,000.00 each occurrence, and excess liability coverage, \$2,000,000.00 per occurrence.

11. **ASSIGNMENT AND ENTIRETY OF THIS AGREEMENT.** Franchisee may not assign this Agreement or any portion thereof without the express written consent of the Town and then only if the Franchisee shall remain primarily liable for the due performance thereof.

This Agreement embodies the entirety of the Agreement between the parties with respect to the matters herein referred to and may not be modified or amended except by express written agreement signed by both parties.

This Agreement shall inure to the benefit of the successors and assigns of either party.

11. **NOTICES.** Any written notice required by this Agreement shall be sufficient, if mailed first class, registered or certified mail, postage pre-paid, or transmitted by date-stamped facsimile or by email as follows:

To Franchisee:	C/O Mr. Roger Marcum Waste Industries, LLC. 703 Grumman Rd.. Greensboro, North Carolina 27253
To Town:	C/O Bruce Oakley, Town Administrator Town of Oak Ridge P. O. Box 374 Oak Ridge, NC 27310 Fax No. (336) 644-7012 Email Address: <a href="mailto:boakley@oakridgenc.com">boakley@oakridgenc.com</a>

14. **REPORTS.** All reports required hereunder shall be sent to the attention of the Town Administrator who shall act as the Town's agent in the enforcement of this franchise.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and date first appearing above.

WASTE INDUSTRIES

BY Frank Louich

ATTEST:

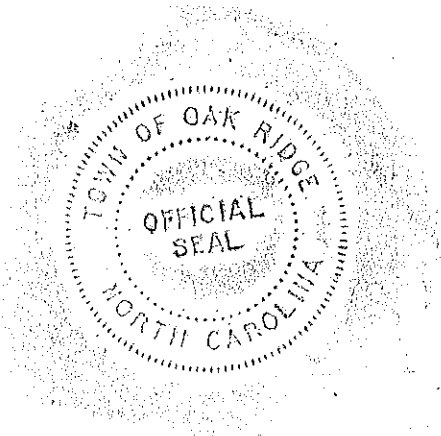
Cara Datta  
SECRETARY

TOWN OF OAK RIDGE

BY [Signature]  
TOWN ADMINISTRATOR

ATTEST:

[Signature]  
TOWN CLERK



## Town of Oak Ridge Capital Improvement Program

March 7, 2024

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### FY 2024-25

Sidewalks (engineering)	50,000
NC150- NC68 to Bastille	
NC68- Linville to Fogleman	
MST	37,500
Elevated Water Tank (construction)	2,740,000
Water Main- County Line to Town Hall (portion) (construction)	2,580,000
Complete Town Core Loop (150/68/Linville) (engineering)	275,000
Veterans Honor Green Boardwalk Section (Phase 2)	50,000
Town Park Entrance Master Plan Implementation	150,000
Debt service- Heritage Farm Park Phase 1	<u>306,051</u>
	<b>6,188,551</b>

### FY 2025-26

Sidewalks (construction)	500,000
NC150- NC68 to Bastille	
NC68- Linville to Fogleman	
NC68/150 intersection improvements (includes landscaping)	400,000
MST	37,500
Water Main- County Line to Town Hall (portion) (construction)	2,580,000
Park equipment	25,000
Debt service- Heritage Farm Park Phase 1	<u>298,181</u>
	<b>3,840,681</b>

### FY 2026-27

MST	37,500
Park equipment	55,000
Debt service- Heritage Farm Park Phase 1	<u>290,291</u>
	<b>382,791</b>

### FY 2027-28

MST	37,500
Park equipment	20,000
Debt service- Heritage Farm Park Phase 1	<u>282,411</u>
	<b>339,911</b>

### FY 2027-28

Park equipment	26,000
Debt service- Heritage Farm Park Phase 1	<u>282,411</u>
	<b>308,411</b>

## Town of Oak Ridge Capital Improvement Program

Adopted March 7, 2024

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### Future Years (not programmed)

Water	
Complete Town Core Loop	1,700,000
Heritage Farm Park Phase 2	
Tennis/pickleball Courts	850,000
Basketball court	65,000
Small picnic shelters	40,000
Town Park	
Field #5	250,000
Fitness stations	29,000
Parking lot expansion	150,000