



HAYWOOD COUNTY  
BOARD OF COMMISSIONERS

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**AGENDA REQUEST**

***Must be presented to the County Manager's Office  
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: July 22, 2015

FROM: DBF

MEETING DATE REQUESTED: August 3, 2015

Regular meetings: First (1<sup>st</sup>) Monday of the month at 9:00 am  
Third (3<sup>rd</sup>) Monday of the month at 5:30 pm

SUBJECT: Consolidated Waste Services (CWS) Agreements for MRF/Convenience Centers/  
Hauling

REQUEST: Request approval of Agreement modifications for CWS.

BACKGROUND: CWS has managed the Convenience Centers since 2010 and expanded services to include the MRF in January of 2015 effective April 2015. Due to the inability to use the County's phone system, computers road tractors and hauling trailers County and CWS have agreed to modify the Agreement and reimburse CWS \$31,000.00 in for the loss of use of the equipment over the ten year contract.

IMPLEMENTATION PLAN: Sold Waste Administrator will oversee Agreement modifications.

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FINANCIAL IMPACT STATEMENT: Five road tractors were sold to cover the cost of the reimbursement to CWS.

SUPPORTING ATTACHMENTS: YESXX NO \_\_\_\_\_ HOW MANY?

LIST: Contract \_\_\_\_\_

**If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request**

PowerPoint Presentation: YES XX NO \_\_\_\_\_

PERSON MAKING PRESENTATION AT MEETING: DBF

TITLE: SWAT Administrator

PHONE NUMBER: \_\_\_\_\_

NORTH CAROLINA  
HAYWOOD COUNTY

THIS AMENDMENT TO FIRST AMENDED AND RESTATED HAULING SERVICE AGREEMENT (the "Hauling Service Agreement" or the "Agreement"), made and entered into this \_\_\_\_ day of August, 2015 by and between the COUNTY OF HAYWOOD, a body politic and corporate and a subdivision of the State of North Carolina ("the County"), party of the first part; and CONSOLIDATED WASTE SERVICES, LLC, a North Carolina limited liability company organized under the laws of the State of North Carolina and authorized and licensed to do business in the State of North Carolina, hereinafter called ("the Service Provider", "Contractor" or "CWS"), party of the second part; and collectively referred to as the "Parties":

**WITNESSETH:**

**WHEREAS**, the Parties have heretofore entered into and performed under a certain hauling service agreement dated July 12, 2010 (the "Original Hauling Service Agreement") and an additional service agreement for operation of convenience centers in the county dated July 7, 2010 (the "Original Convenience Center Service Agreement"); and,

**WHEREAS**, the Parties expanded the Original Hauling Service Agreement pursuant to the First Amended and Restated Hauling Services Agreement dated September 16, 2014; and,

**NOW THEREFORE**, the Parties hereby amend the aforesaid Original Hauling Service Agreement by adding the following additional provisions, which shall supersede any contrary provisions in the Agreement, dated September 14, 2014:

1. The Service Provider will provide scheduled collection of 8-yard waste and 8-yard recycling materials from containers at all County owned or operated facilities as determined by the County Manager or designee. Any additional pickups per week and per receptacle will not exceed \$25.00 for waste or \$13.50 for recycling for the 8-yard containers. Excluding the Haywood County Schools and Haywood County Fairgrounds.
2. Any additional containers at additional sites will be negotiated between the Service Provider and the County.
3. The County will not incur a delivery charge for such containers between various County facilities.

All other provisions, terms and conditions except as modified herein, of the Agreement dated September 14, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the respective Parties hereto have hereunto caused these presents to be executed in their names and their seals to be hereunto affixed by their

officers thereunto duly authorized, in duplicate originals, on the day and year first above written.

HAYWOOD COUNTY

"The County"

By: \_\_\_\_\_  
Ira Dove, County Manager

(SEAL)

Attest:

\_\_\_\_\_

CONSOLIDATED WASTE SERVICES, LLC,

"The Service Provider"

By: \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_