HAYWOOD COUNTY
BOARD OF COMMISSIONERS

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 (1st) Monday of the month at 9:00 am*
Third (3rd) 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.

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: _____

THIS AMENDMENT TO THE AMENDED CONVENIENCE CENTERS SERVICE AGREEMENT (the "Service 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 d/b/a as Consolidated Waste Services of Haywood County, Inc 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 service agreement dated June 7, 2010 (the "Service Agreement") for operation of convenience centers in the county; and

WHEREAS, the Parties have expanded the Original Convenience Centers Service Agreement pursuant to the First Amended and Restated Convenience Centers Service Agreement dated January 22, 2015; and

WHEREAS, the Service Provider was unable to use the County's phones, internet and computer equipment and other equipment beginning on April 1, 2015 as per Agreement date January 22, 2015, and it was determined the age and condition of the road tractors, hauling trailers and Ford F-450 was becoming a greater liability to the County and, the County desires not to expend future cost of the maintenance of equipment connected with the operation of the Convenience Center and Materials Recovery Center; and

NOW THEREFORE, WHEREAS, the Parties hereby amend the aforesaid Original Convenience Centers Service Agreement by adding the following additional provisions, which shall supersede any contrary provisions in the Agreement, dated January 22, 2015:

1. The County is hereby released from any and all obligations arising under paragraph B.13 of the Agreement dated January 22, 2015. The Service Provider hereby agrees to accept a sum of $31,000.00 in lieu for the loss of use and operation of certain items under Exhibit "A" (listed as Exhibit "D" on the Agreement dated January 22, 2015) and no further claims or warranties both whether implied, inferred or expressed for any of the remaining equipment as set forth in Agreement dated January 22, 2015. By execution of this Second Amended and Convenience Centers Service Agreement, the Service Provider does hereby grant a full and complete Release of all claims pertaining to the future inability to use the equipment listed on Exhibit 'A' (listed as Exhibit "D" on the Agreement dated January 22, 2015) or the equipment referred to in the prior Agreement or any other equipment not specifically identified.

2. Service Provider is released from any and all obligations arising under B.13 of the agreement dated January 22, 2015 for the items listed on Exhibit "B" which is attached and incorporated herein. Service provider shall care for and return all other County equipment received as per the agreement dated January 22, 2015.

3. Service Provider shall provide requested data in the form requested by the County so that County can complete due diligence of waste and recyclables processed at the facility for all NCDNER reports and inquires.

4. Service Provider may charge a fee of $75.00 for each trip to pick up or deliver tire trailers and will maintain records according to procedures by NCDENR or established procedures used by the County.

5. Service Provider will alert County when third party outbound trailers are not at 53' minimums to avoid any additional cost. Due to pending legislation, Service Provider and County agree to work to find reasonable solutions to the electronic packing and shipping needs.

6. This amendment, together with the Agreement from January 22, 2015 comprises the entire Agreement.

All other provisions, terms and conditions except as modified herein, of the Agreement dated January 22, 2015 shall remain in full force and effect.

HAYWOOD COUNTY

"The County"

By: _____
Ira Dove, County Manager

(SEAL)

Attest:

_____

CONSOLIDATED WASTE SERVICES, LLC,
"The Service Provider"

By: _____

(SEAL)

Attest:

_____

EXHIBIT "A"

Equipment	VIN Number	
1994 Ford Tractor	1FTYU90X2RVA04642	
1997 International Tractor	1HSHGASR5VH478981	
1999 International Tractor	2HSFTASR3XC034558	
2003 Sterling	2FWJAZAS73AL76385	
2005 Ford (new recycle)	1FDXF46P65EB24255	
2007 Sterling	2FWJAZDEX7AY44010	
2002 Clem Trailer (yellow)	5C2BB42B52M003322	
1996 J&J Pushout trailer	1S94S4021TM006463	not in service
1996 J&J Pushout trailer	1S94S4023TM006464	
2006 J&J Pushout trailer	1S94S40286M006092	
2006 J&J Pushout trailer	5EWES402461254229	
1991 Pines Pup Trailer	1PND251S6MKB42367	
8X8 Kentucky Building		
Metal Building housing lawn equipment		
Weed eaters (2)		
John Deere Riding mower		
Caterpillar Forklift with Squeeze Clamp	R35d-BCS-63478	
Caterpillar Forklift with Squeeze Clamp	R50d-BCS-64A	
Sort Line		
Metal Cages for Recyclables		
Bobcat S750 Skid Steer Loader	BOBCAATDZ13608	
Bobcat S300 Skid Steer Loader	5300-531113811	
John Deere 644 E-H	DW644ED520445	
Air Compressor		
33" Wide area vacuum (Billygoat)		
bobcat grapple, forks and bucket		
3:1 Panther Pump - MRF		
generator at Metal Pile		
Icon Radio's (6)		
Mosley gorilla recycle baler - T&P (rebuilt)		
Marathon Baler		
Surveillance camera system		

Eddy current separator
Scoop for 644-D JD Loader
Scales - MRF
Lo-boy trailer
Hyundai 180 track loader
Wire tie for baler
Cross Belt Magnet
96' steel conveyor belt
3 - Dell desktop computers
Office Phones, Desks, and supplies
HON 9200 u-desk (office mgr)
Miscellaneous Tools
Welder
Fuel Pumps
Fuel Tanks
10 yard container for glass

EXHIBIT "B"

Equipment	VIN Number
Phones, Computers, Internet	
1994 Ford Tractor	1FTYU90X2RVA04642
1997 International Tractor	1HSHGASR5VH478981
1999 International Tractor	2HSFTASR3XC034558
2003 Sterling	2FWJAZAS73AL76385
2005 F-450 Ford Truck	1FDXF46P65EB24255
2007 Sterling	2FWJAZDEX7AY44010
2002 Clem Trailer (yellow)	5C2BB42B52M003322
1996 J&J Pushout trailer	1S94S4023TM006464
2006 J&J Pushout trailer	1S94S40286M006092
2006 J&J Pushout trailer	5EWES402461254229
1991 Pines Pup Trailer	1PND251S6MKB42367
Open top recycle trailer	1985216
Open top recycle trailer	1985218
Enclosed recycle trailer	TWTL6005
Enclosed recycle trailer	1985219
Lo Boy	No VIN