

**REQUEST FOR BOARD ACTION**

**HENDERSON COUNTY  
BOARD OF COMMISSIONERS**

**MEETING DATE:** August 1, 2005

**SUBJECT:** EXTENSION OF HAULING AND DISPOSAL CONTRACT FOR MUNICIPAL SOLID WASTE

**ATTACHMENTS:** MEMO TO COUNTY MANAGER  
AMENDMENT TO CONTRACT WITH WASTE  
MANAGEMENT OF SOUTH CAROLINA

Over the past few months the County Engineer has been in negotiations with Waste Management of South Carolina on the extension of the contract for solid waste services to haul and disposal of the municipal solid waste collected at the Henderson County Solid Waste Transfer Station. Henderson County entered into contract with Waste Management beginning in 1998 with a 6-year contract. A three-year extension was executed in 2001 bringing the current contract expiration at the end of 2006. The proposed amendment to the contract will extend the expiration to the end of 2010.

Waste Management has offered to extend the contract through 2010 at the current rate of \$33.47/ton. This rate will be fixed through the term of the contract with no adjustments due to fuel cost increases or CPI. The current contract allowed increase for CPI, which will be discontinued through 2010. Increases are allowed for changes in rules and regulations, but none have occurred to date. All solid waste collected by Waste Management in Henderson County is required to be brought to the Henderson County Transfer Station. As with the current contract, either party can terminate the contract on a 6-month notice.

A second proposal was obtained from Republic Services (GDS) under the same terms as was being provided by Waste Management with the exception, GDS would not agree to bring all solid waste they collected in Henderson County to the Henderson County Transfer Station. The hauling and disposal rate offered by Republic was \$38.50/ton, which is \$5.03 higher than Waste Management.

Staff is recommended that the proposed amendment to the Waste Management Contract be approved.

The County Engineer will be present to discuss this matter with the Board of Commissioners.

**COUNTY MANAGER'S RECOMMENDATION/ACTION REQUIRED:**

The County Manager recommends that the contract extension be approved as presented.

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Henderson County

# Memo

To: David E. Nicholson, County Manager

From: Gary T. Tweed, P.E., County Engineer

Date: 6/20/2005

Re: Extension of Contract for Solid Waste Hauling and Disposal Services

As we have discussed I have secured quotes for extension of the contract for hauling and disposal services for the Municipal Solid Waste (MSW) from the Henderson County Solid Waste Transfer Station. The current contract for this service with Waste Management (WM) of South Carolina will expire on December 31, 2006.

Waste Management has made a proposal to extend the contract to the end of 2010 under the same conditions as current contract at current price of \$33.47/ton. The price will be fixed through 2010 with no increases by CPI (as allowed by current contract). There will be no adjustments due to fuel costs same as current contract. All other conditions of current contract remain in place including the 6 month out clause, 20 ton per load minimum, spot trailers, and requirement to bring Henderson County solid waste collected by WM to the Henderson County Transfer Station.

A second proposal was requested and received from Republic Services of NC. They were requested to provide a proposal under the same terms for hauling and disposal through 2010. Republic's proposal was higher at \$38.50 per ton and they agreed to all terms except the requirement to bring solid waste to the Henderson County Facility.

Since Waste Management's proposal is \$5.03 less per ton and they agree to continue hauling to our facility, the Waste Management proposal will be the best option for the County. This item will be discussed with the Solid Waste Advisory Committee on July 6, 2005 and should be ready for discussion with the Board of Commissioners on July 20, 2005.

Should you have any questions, please contact my office.

**SECOND AMENDMENT TO THE  
HAULING AND DISPOSAL SERVICES AGREEMENT**

This Second Amendment (“2<sup>nd</sup> Amendment”), made this \_\_\_ day of June, 2005, by and between Henderson County, a North Carolina body politic, organized and existing under and by virtue of the laws of the State of North Carolina (the “County”) and Waste Management of South Carolina, Inc., a South Carolina corporation (the “Contractor”).

WITNESSETH:

WHEREAS, the County and Contractor entered into that certain Hauling and Disposal Services Agreement, dated December 23, 1997 (the “Original Agreement”), which Original Agreement was modified by that certain First Amendment to the Hauling and Disposal Services Agreement Between Henderson County, North Carolina and Waste Management of South Carolina, Inc., dated September 1, 2001 (the “First Amendment”, collectively with the Original Agreement, the “Amended Agreement”); and

WHEREAS, County and Contractor desire to amend the Amended Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. Terms used herein but not otherwise defined herein shall have the meaning set forth in the Amended Agreement.
2. The term of the Amended Agreement is hereby further amended to extend the term of the Agreement through and including December 31, 2010.
3. The rate per ton shall be \$33.47 as of the date of this Agreement and shall remain fixed through December 31, 2010; provided that the remaining provisions of the Amended Agreement related to changes in rate shall remain in full force and effect (except there shall be no adjustment made for CPI).
4. Except as specifically amended in this Second Amendment, the Amended Agreement shall continue in full force and effect.
5. This Second Amendment and the Amended Agreement state the entire agreement between the parties and there are no other agreements or understandings whatsoever expressed or implied relating to the subject matter hereof.

6. This Agreement may be executed in two or more original or counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Contractor and County have executed this Second Amendment as of the date first set forth above.

HENDERSON COUNTY

ATTEST:

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

\_\_\_\_\_

WASTE MANAGEMENT OF  
SOUTH CAROLINA, INC.

ATTEST:

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

\_\_\_\_\_