

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: March 1, 2010

SUBJECT: 2010 Community Waste Reduction and Recycling Grant

ATTACHMENTS: Yes
1. Grant Application

SUMMARY OF REQUEST:

The subject grant application is for the North Carolina Division of Pollution Prevention and Environmental Assistance and with Board approval will be submitted by the March 26, 2010 deadline. This \$40,000 grant application is for a skid steer and fork truck to be used in the proposed material recovery facility. The proposed budget for the material recovery facility greatly exceeds all match requirements. In the event that the application is approved, the contract will be brought back to the BOC for consideration.

BOARD ACTION REQUESTED:

Approve the attached 2010 Community Reduction and Recycling Grant to the Division of Pollution Prevention and Environmental Assistance for \$40,000.

Suggested Motion(s):

I move that the Board approve the attached 2010 Community Reduction and Recycling Grant to the Division of Pollution Prevention and Environmental Assistance for \$40,000.

Funding Opportunity: 2010 Community Reduction and Recycling Grant

Submitted to: 2010 Community Waste Reduction and Recycling Grant Round
Attention: Scott Mouw/Tom Rhodes
Division of Pollution Prevention and Environmental Assistance
1639 Mail Service Center
Raleigh, NC 27699-1639

Title: Henderson County Materials Recovery Facility (MRF) Equipment Procurement Program

Project Funding:
Total Project Funding: \$892,500
Requested Funding: \$40,000

Applicant's Contact Information:

Organization: Henderson County Solid Waste Division

Name: Will Sagar, Solid Waste Manager

Address: 800 Stoney Mountain Rd.

Hendersonville, NC 28791

Tel: (828) 697-4506

Fax: (828) 698-5154

Email: sagar@hendersoncountync.org

Henderson County Materials Recovery Facility (MRF) Equipment Procurement Program

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Project Narrative

In August 2009, the Henderson County Board of Commissioners approved capital improvements under the guidance of the Solid Waste Feasibility Study. In this study, it was realized that the challenges associated with operating a solid waste management program continue to increase every day. One of the most notable challenges pertained to the increased costs associated with waste disposal. Reducing the tonnage of waste material that must be hauled off-site for disposal is one way to control this cost. Henderson County must also find ways to implement North Carolina Recycled Material Bans relating to how certain components of the waste stream must be collected, processed and ultimately disposed of. Current North Carolina General Statutes ban materials such as plastic bottles, wooden pallets, oil filters, and aluminum cans from the waste stream (NC G.S. § 130A-309.10). Enhanced recycling opportunities are a way to reduce disposal costs, achieve compliance with new regulations and reduce pollution as well as generate revenue. With an increase in recyclable material collection comes the need to develop a material recovery facility (MRF) to separate the collected material by component type.

The MRF will serve the Western region of North Carolina and be designed to handle 15,000 tons of recycling a year. It is anticipated that within the first year the MRF will process 7,000 tons of recycling. Half is anticipated to come from the Henderson County jurisdiction while the remainder would come from the City of Hendersonville, Transylvania County, and other surrounding counties and cities (see Attachment). A significant increase in recycling is expected in the months leading up to January 2011 when all garbage haulers will be required by permit to offer recycling services. This compliance will be made easier by allowing haulers to pick up single-stream recycling which will be dropped on the MRF floor.

Currently, the MRF is in the design phase with McGill and Associates. It is necessary to purchase adequate and effective equipment to process single-stream recycling. The attention to design and equipment, proper fiscal responsibility, location, commitment by local jurisdictions and ease of use by recycling haulers will create a project sustainable in subsequent years.

The total capital expenditures for this project are estimated at \$1,000,500 with \$892,500 toward equipment (see Budget and Quotes). This grant application requests \$40,000 towards the purchase of a skid steer (at a cost of \$38,679.62) and a forklift (at a cost of \$42,146) to be used in MRF operations. Together, the skid steer and forklift are estimated to cost \$80,825.62 (see Budget and Quotes).

Milestones and General Implementation Dates

Currently, design on the materials recovery facility is being performed by McGill and Associates. It is anticipated that the project will be completed within calendar year 2010 according to the following schedule:

March-April 2010: Design Completed on Materials Recovery Facility

June 2010: Request for Bids advertised and accepted

August 2010: Construction begins and equipment is purchased.

November 2010: Materials Recovery Facility is operation

Budget and Quotes

Budget for Materials Recovery Facility

Capital Expenditures	
Site Work	\$108,000
Equipment	\$892,500
Subtotal	\$1,000,500
Operations	
Fuel Costs	\$3,000
Recycling Equipment Maintenance	\$10,850
Recycling Supplies	\$6,000
Building Rental	\$111,000
Contracted Services (Pick line)	\$50,000
Subtotal	\$180, 850
Total	\$1,181,350

Material Handling Quotation

Date : Tuesday, February 16, 2010

Quotation : PR C5000-LE LPG 00098

Will Sagar
Henderson County Solid Waste
800 Stoney Mountain Rd
Hendersonville, NC 28791
FOB Delivered

(1) Caterpillar C5000-LE LPG, 5,000# Capacity, I.C. Cushion Tire Forklift

Mast: ITA Class II	High Visibility Triplex MFH 188.0" OAL 83.5" FFH 35.0"
Tilt Cylinders	5 Deg Fwd/6 Deg Back
Carriage - Hook Type, ITA Class II	36" Wide Class II
Load Backrest	48" High - Included With Mast
Internal Hosing	Dual Function - Triplex Mast
Hydraulic Valve	4-Section Valve w/4 Cowl Mounted Levers
Steel Supply Line	Dual Function - 4-Way Valve
Drive Tires	Cushion Lugged - 21 x 7 x 15
Steer Tires	Cushion Lugged - 16 x 6 x 10.5
Seat	Fold-Down Full Suspension - Vinyl
Armrest	Right Side - Adjustable
LP Tank Bracket	Fixed
LP Tank	Steel - Horizontal Volume Fill 33.5#
Warning Device - Light	Amber Strobe (Mounted Above OHG)
Paint	Caterpillar Yellow
Language Markings	English
Warranty	2 Year / Unlimited Hour Warranty; 3 Year / 6,000 Hour Powertrain Warranty; First Planned Maintenance Free; Parts Fast or Parts Free Guarantee; Free Loaner Service Guarantee 60 Months / 10,000 Hours Extended Powertrain Warranty

Standard Equipment

Full-Suspension Vinyl Seat with Wrapped Steel Hip Restraint;
Tilt Steering Column with Mechanical Quick Return;
Elongated Grab Bar;
Open Step with Anti-Slip Plate;
Separate Brake and Inching Pedals;
Convenience Tray with Clipboard Holder;
Rubber Floor Mat;
Electronic Direction Control;
3-Section Valve with Cowl-Mounted Hydraulic Levers;
Presence Detection System (PDS), Featuring: Transmission Interlock; Mast and Auxiliary Hydraulic Lockout; Parking Brake Warning; Seat Belt Reminder;
Ground Speed Control;
Dual-Action Parking Brake Handle;
Two Forward LED Work Lights with Guards - OHG Mounted;
Rear Combination LED Stop/Tail/Back-Up Lights;
Electronic Backup Alarm;
High Visibility Mast;
Premium LCD/LED Display Panel, Including: Neutral Transmission Indicator; Parking Brake / Brake Fluid Level Warning; Transmission Oil Temperature Warning; Engine Oil Pressure Warning; Seat Belt Reminder; Diagnostic Warning; Alternator (Battery Charging Status) Warning; Low LPG Fuel Indicator; Mast Interlock Indicator; Transmission Interlock Indicator; Engine Coolant Temperature Gauge; Hourmeter / Diagnostic LCD Display; Service Indicator Light; Speedometer and Clock Display; Travel Direction Indicator; Operator Passcode Capability;
K25 Purepower(R) Engine;
EPA Emission Compliant Fuel System;
Fuel Saver Mode;
U.L. Rated Model;
Single Speed Powershift Transmission;
Engine Return to Neutral for Start;
Electronic Vehicle Control System, Featuring: Engine Protection System (Monitoring Transmission and Coolant Temperature and Oil Pressure); On-Board Diagnostics (with Event History); Brake Fluid Level Monitoring;
Low LPG Fuel Indicator;
Isolated (Rubber-Mounted) Key Components, Including: Hydraulic Control Valves; Transmission; Engine; Radiator; Exhaust System; Secondary Lift Cylinders on Mast;
Heavy Duty Counterweight Grille;
Hydrostatic Power Steering;
Drive-By Wire Throttle Control (Via Accelerator Pedal);
Dual Fuel Injected Throttle Body;
Cyclone Air Filter;
High Position Air Intake;
Aluminum Core Square Fin Radiator;
High Thrust 10-Blade Engine Fan;
Maintenance-Free Battery;
Anti-Restart Ignition Key Switch;
Fully Insulated Steel Engine Hood;
Drive and Steer Tires - Cushion-Type, Black, Treaded;
500 Hour Service Intervals;
Underbelly Screen;

Other Caterpillar Equipment

Boot Kit - Tilt Cylinder

Engine Shut Down System - Monitors Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. Includes 30 Second Warning and Key switch Override. Provides Separate Cowl Mounted Coolant Temperature Gauge.

Fan - High Speed

Fire Extinguisher
Headguard Cover - Thermoformed
Premium Working Light Package - Includes Two Rear View Mirrors Mounted To OHG, Rear Working Light w/Guard Mounted to Left Rear Leg of OHG, and Rear Combination Lights

Radiator Screen

Rear Handle with Horn Button - Guard Mounted
Seatbelt - Orange
Seat Belt Ignition Interlock - Engine will not run unless operator is in seat with seat belt fastened. Includes hour meter cutoff and park brake override that allows engine to run with operator off truck.
Service Indicator Package - Includes Radiator Coolant Level Warning Light and Air Cleaner Service Indicator

Other Equipment & Accessories

Cascade Dovetail Fork Clamp with Slip On Arms

Sideshifting Convertible Bale / Fork Clamp with Female Dovetail Baseplates
18" H x 39" L Standard Rib Arms with Male Dovetail Baseplates
42" L x 5" W x 1.5" Thick Standard Tip and Taper Forks with Male Dovetail Baseplates
Opening Range on Arms 14" to 63" Inside to Inside
Opening Range on Forks 16" to 65" Inside to Inside
3,500 lbs capacity @ 24" Load Center
Cascade Installation Kit
Cascade Freight In

Total Price : \$ 42,146.00

Carolina Tractor Terms are Net 10. Quote prices valid for 30 Days. Delivery is dependent upon receipt of order. Applicable taxes not included.

Accepted by Henderson County Solid Waste : _____

Date : _____

Submitted by: Pete Rowe, Account Manager



SALES AGREEMENT

Carolina CAT, 9000 Statesville Road, Charlotte, NC 28269
Phone (800) 277-1212 / Fax (704) 921-1674

DATE Feb 15, 2010

PURCHASER <u>HENDERSON COUNTY SOLID WASTE</u>			
STREET ADDRESS <u>800 STONEY MOUNTAIN ROAD</u>		<SAME>	
S O L D	CITY/STATE <u>HENDERSONVILLE NC, NC</u>	COUNTY <u>HENDERSON (2I1)</u>	S H I P
	POSTAL CODE <u>28791-1349</u>	PHONE NO. <u>828 697 4505</u>	
EQUIPMENT <u>WILL SAGAR</u>			
CUSTOMER CONTACT: <u>PRODUCT SUPPORT</u>			
INDUSTRY CODE: <u>AIR/WATER RESOURCES&WASTE MGT. GC(9511)</u>		PRINCIPAL WORK CODE _____	
		F.O.B. AT: <u>Common Carrier, Henderson County, NC</u>	

CUSTOMER NUMBER <u>391175</u>	Sales Tax Exemption # (if applicable) <u>N/A</u>	CUSTOMER PO NUMBER _____
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	ISC <input type="checkbox"/> LEASE <input type="checkbox"/>
CASH WITH ORDER	BALANCE TO FINANCE	CONTRACT INTEREST RATE	
PAYMENT PERIOD	PAYMENT AMOUNT	NUMBER OF PAYMENTS	OPTIONAL BUY-OUT

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR INC.	MODEL: 252B2	YEAR: 2008	
STOCK NUMBER: G08-390M	SERIAL NUMBER: 0SCP05563	SMU: 2	
252B2 SKID STEER LOADER MA12	295-7241	CAROLINA CDC - - AVAILABILITY	0P-1176
ENGINE S/N-CYM02181	295-7024	TIRES, 12X16.5 10PR CAT	185-8667
252B2 SKID STEER LOADER	295-7253	COUNTERWEIGHT, MACHINE	218-6016
HEADLINER	142-9311	BUCKET-GP, BOCE 72"	279-5373
SELF-LEVELING	218-5710	FORKS, 42" PALLET W/ CARRIAGE	293-9428
CONVERSION ARRANGEMENT	218-5780		
QUICK COUPLER, MANUAL	218-6521		
BATTERY, STANDARD, 650 CCA	225-7950		
INSTRUCTIONS, ENGLISH	233-5913		
BELT, SEAT, 2" SUSPENSION	276-7276		
ENGINE, TIER4 INTERIM COMPLIANT	295-7024		
ROPS, OPEN (C1)	295-7312		
CONTROL, 1SPD, PROP AUX, DLX	295-7499		
INSTRUCTIONS, ANSI, NACD	295-7192		
CAROLINA CDC - - PDI	0P-1181		

TRADE-IN EQUIPMENT		Sell Price	\$35,897.56
MODEL: _____	YEAR: _____ SN: _____	Sales Tax (7.75%)	\$2,782.06
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	Total (Applicable Taxes May Apply)	\$38,679.62
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY <div style="border: 1px solid black; width: 100px; height: 20px; margin-left: 100px; text-align: center;">INITIAL</div> <p>The customer acknowledges that he has received a copy of the CAROLINA CAT Inc./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: <u>12 Month/1,500 Hour Standard Machine Warranty</u></p>	<input type="checkbox"/> USED EQUIPMENT WARRANTY <div style="border: 1px solid black; width: 100px; height: 20px; margin-left: 100px; text-align: center;">INITIAL</div> <p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: _____ _____</p>
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CSA: _____
NOTES: Budget Figures

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

CAROLINA CAT Inc. Company ORDER RECEIVED BY <u>Woody Jones</u> REPRESENTATIVE	PURCHASER APPROVED AND ACCEPTED ON _____ <u>HENDERSON COUNTY SOLID WASTE</u> PURCHASER BY _____ SIGNATURE _____ TITLE
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TERMS AND CONDITIONS

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CAROLINA CAT the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
- 2. Purchase of Equipment.** CAROLINA CAT will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but CAROLINA CAT will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CAROLINA CAT, are not a part of this Agreement, and shall be of no effect or binding upon CAROLINA CAT unless specifically agreed to in writing by an authorized officer of CAROLINA CAT. Failure by CAROLINA CAT specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CAROLINA CAT or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established by CAROLINA CAT and its designees from time to time.
- 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CAROLINA CAT in Section 6 of this Agreement. CAROLINA CAT shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law.
- 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CAROLINA CAT in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CAROLINA CAT to Purchaser shall terminate without further notice to Purchaser. CAROLINA CAT retains, and Purchaser hereby grants CAROLINA CAT, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CAROLINA CAT in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CAROLINA CAT deems necessary for the perfection, protection and enforcement of such security interest.
- 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CAROLINA CAT to the invoice where CAROLINA CAT has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CAROLINA CAT is not required to collect such tax, Purchaser agrees to provide CAROLINA CAT with any documentation necessary to support such a claim and to allow CAROLINA CAT to document its decision not to collect tax(es).
- 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CAROLINA CAT's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CAROLINA CAT that the Equipment has been rejected and the reasons for such rejection. Purchaser's sole remedy hereunder for CAROLINA CAT's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CAROLINA CAT's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.
- 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
- 10. Indemnification.** Purchaser shall indemnify, defend and hold CAROLINA CAT harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CAROLINA CAT for any portion of such liabilities that result from CAROLINA CAT's fraud, bad faith, or willful misconduct.
- 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CAROLINA CAT. EXCEPT FOR THE AFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROLINA CAT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
- 12. Limitations on Liability.** IN NO EVENT SHALL CAROLINA CAT BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CAROLINA CAT EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CAROLINA CAT'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
- 13. Force Majeure.** CAROLINA CAT shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Charlotte, North Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in North Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in North Carolina for such purpose.
- 15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and CAROLINA CAT with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CAROLINA CAT's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.

INITIAL HERE _____

Attachments

CITY COUNCIL:
GREG NEWMAN
Mayor
BARBARA VOLK
Mayor Pro-Tem
WILLIAM O'CAIN
JEFF COLLIS
STEVE CARAKER

CITY OF HENDERSONVILLE
"The City of Four Seasons"

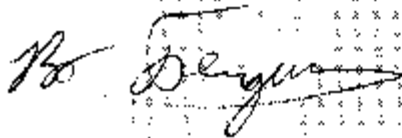
PUBLIC WORKS DEPARTMENT
Tom Wooten, Director

OFFICERS:
W. BOWMAN FERGUSON
City Manager
SAMUEL H. FRITSCHNER
City Attorney
TAMMIE K. DRAKE
City Clerk

Dear Sir or Madam:

We fully support the Solid Waste Division's Materials Recovery Facility (MRF) for Henderson County. We envision that it will be a benefit to our citizens and commercial businesses. Additionally, we will utilize this service to improve our recycling efforts for the residents of Hendersonville. We believe that this facility will forward our goals of reducing air and water pollution as well as reducing the need for landfill space to dispose of our wastes.

Sincerely,



W. Bowman Ferguson
City Manager
City of Hendersonville

JEFF BROOKSHIRE
DIRECTOR
JEFFBROOK@CITCOM.NET
828-884-5011



FEB 16 REC'D

OFFICE
WOODRUFF ROAD
828-884-6830
828-877-4508 FAX

Transylvania County

*Solid Waste Department
500 Howell Road
Brevard, NC 28712*

February 12, 2010

To whom it may concern,

Transylvania County Solid Waste intends to support the Materials Recovery Facility that Henderson County is proposing to build. We anticipate delivering our recyclable materials to the facility since it would save us time and travel. Last year Transylvania County delivered nearly 1500 tons of recyclables to MRF's in Buncombe County. I believe that the facility in Henderson County will benefit our program and recycling programs throughout the region.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Brookshire".

Jeff Brookshire
Director
Transylvania County Solid Waste



Recycle for the Life of Your Community





138 Tavistock Road • Arden, NC 28704

Phone: (828) 684-7790

Fax: (828) 684-7792

Mr. Will Sagar
Manager
Solid Waste Division
Henderson County
802 Stoney Mountain Rd.
Herdersonville N.C. 28791

Dear Mr. Sagar

As a follow up to our conversation, I would like to affirm our support for your proposed Material Recycling Facility (MRF) in Henderson County. Currently Waste Pro is collecting over 15 tons per day delivered to a local MRF that has severe limitations in its operating qualifications. Our plans are to double the current volumes in recycled materials within the calendar year. This will be accomplished in our commercial and residential markets. A large part of our growth will be achieved with our expansion into Henderson County. Beginning in April Waste Pro will begin operating in Henderson with special attention on recycling collection.

The most important part in recycling is to have a good processing facility. In our area this process is hampered by the lack facilities that can handle the volumes and promote the recycling process. The current MRF operator not only processes the material they compete for materials at the collection level. This is counter productive to enhancing material collection from outside venders. I am force to pay the highest price in the country to have materials processed. I have little interest in continuing doing business with a competitor. We are encouraged by the idea of working with the county to enhance the recycling process for the good of the community we serve.

Sincerely


Jerry Schnitzius
Division Manager
WastePro USA

