



Fac/Perm/Co ID #	Date	Doc ID#
71227	2/15/11	12948

5320 Old Pineville Road | Charlotte, NC 28217 | T: 704.364.9100 | F: 704.364.0090

April 5, 2010

Mecklenburg County, Land Use And
Environmental Services Agency Solid Waste
Attn: Bruce Gledhill, Director Solid Waste
700 N. Tryon Street
Charlotte, NC 28202

ORIGINAL

Re: Memorandum of Understanding –Service Contract for Disposal of
Municipal Solid Waste (Fuel Supply Agreement) for the ReVenture Park
Project located in Charlotte, NC (the "Project")

Dear Mr. Gledhill:

Based on the meetings, correspondence and conversations between the Mecklenburg County, Land Use & Environmental Services Agency ("LUESA") and ReVenture Park Investments I, LLC, a North Carolina limited liability company ("Developer"), we are pleased to present this Memorandum of Understanding ("MOU") that outlines the terms under which we are offering to negotiate a Service Contract for Disposal of Municipal Solid Waste ("MSW") or Fuel Supply Agreement (the "Agreement") with Mecklenburg County ("County"). This MOU sets forth certain non-binding and certain binding agreements and understandings between LUESA and Developer with respect to a possible Agreement between the Developer and the County on the terms set forth below.

PART I: NON-BINDING PROVISIONS

The following numbered paragraphs of this MOU (collectively, the "Non-Binding Provisions") reflect our mutual understanding of the matters described in them, but each party to this MOU acknowledges that the Non-Binding Provisions are not intended to create or constitute any legally binding obligation between LUESA or County and Developer and not create any obligation on the part of County or Developer to enter into definitive agreements and other related documents. Neither LUESA, nor County, nor Developer shall have any liability to the other with respect to the Non-Binding Provisions until fully integrated, definitive agreements and other related documents are prepared, authorized, executed and delivered by and between County and Developer:

1. Parties. The parties to this MOU are LUESA and Developer. The parties to any definitive, binding agreement would be County and Developer. Any binding agreement would have to be approved by the Mecklenburg County Board of Commissioners.

2. Project. ReVenture Park, with its proposed Biomass to Energy facility located at 11701/11823 Mt. Holly Road, Charlotte, North Carolina and its MSW Receiving and Fuel Preparation Facility located at a Statesville Avenue Facility or alternate site, either to be located within Charlotte, North Carolina.

3. Basic Deal Terms proposed to be included in the Service Agreement.
 - County would agree to use all reasonable efforts to cause all MSW (MSW not to include: bulky waste, recyclables, yard waste, construction debris, hazardous materials or special waste) controlled by the County through its Solid Waste Interlocal Agreements with the City of Charlotte and the Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill and Pineville (collectively the "Municipalities"), along with any MSW collected under direct contract to the County, to be delivered to the Project. (approximately +/- 370,000 tons annually or +/- 1,400 tons per day average) ("County MSW").
 - The Developer would agree to accept at the MSW Receiving and Fuel Preparation Facility up to 400,000 tons of MSW annually as directed by the County. Developer also would agree to accept up to 1,750 tons of MSW on any working day.
 - The Developer would agree to accept at the MSW Receiving and Fuel Preparation Facility any residential MSW directed by Union County, NC or Lancaster County, SC pursuant to the 2002 Amended and Restated Regional Solid Waste Agreement among Mecklenburg County and Union County and Lancaster County at the same fees applicable to the County.
 - However, the County would not be committing to any "minimum-quantity-guarantees," but rather, the County would be committing to direct to Developer 100% of the MSW collected by the Municipalities for disposal.
 - The term of the Agreement would be for a period of twenty (20) years.
 - The County would pay Developer \$25 per ton for MSW disposal in the first year of commercial operation. This unit fee would be subject to an annual increase. Such annual increase shall never exceed three percent (3%), and shall be less than three percent (3%), if there is a positive percent change in the CPI U, All Urban Consumers Index, 1982-84 = 100 ("CPI") from the previous year, and such positive percent change in CPI is greater than zero percent (0%). Regardless of the annual percent change in CPI from the previous year, under no circumstances shall the unit fee decrease from the previous year, and at no time shall the unit fee increase more than three percent (3%) from the previous year (i.e. if the percent change in CPI from the previous year was two percent (2%) the unit fee would increase two percent (2%) for the relevant year, and if the percent change in CPI

from the previous year was four percent (4%) the unit fee would increase three percent (3%).

- The Developer would be required to obtain and maintain all necessary federal, state, and local permits required for the construction and operation of its facilities.
- Once the MSW is delivered to the MSW Receiving and Fuel Preparation Facility, the County would not be responsible for any processing, handling, disposition, liability or expense. Further, Developer will hold the County harmless and indemnify the County from any claims or liabilities related to the operations of the Biomass to Energy facility or the MSW Receiving and Fuel Preparation Facility following delivery of the MSW to Developer.
- County views its use of the Project as requiring an amendment to its Ten-Year Solid Waste Management Plan 2009-2019 ("Plan"). Concurrent with the submission of the Agreement between the Developer and the County to the Mecklenburg County Board of Commissioners ("Board") for approval, County will prepare an amendment to the Plan incorporating the Project and submit it to the Board for approval. Immediately following, County will submit the Board approved Plan amendment to the governing bodies of the Municipalities for their respective approvals. Final execution of the Agreement will be contingent upon the endorsement of the Plan amendment by all of the Municipalities.
- County will commence delivery of such materials to Developer on July 1, 2012 so long as Developer has:
 - a. Prior to December 31, 2010 : 1) submitted all required environmental permit applications for both the Biomass to Energy and MSW Receiving and Fuel Preparation Facilities to the appropriate federal, state and local regulatory authorities; 2) demonstrated site control for both the Biomass to Energy and MSW Receiving and Fuel Preparation Facilities; and 3) executed the Agreement.
 - b. Prior to March 31, 2011 : 1) received the required MSW Receiving and Fuel Preparation Facility permits; and 2) either (i) received the required Biomass to Energy Facility permits and commenced construction of that Facility; or (ii) secured a long-term-binding contract for the utilization of such fuel to create renewable energy at another facility).
 - c. Prior to July 30, 2011 has commenced construction of the MSW Receiving and Fuel Preparation Facility.
- Developer will use commercially reasonable efforts to further recycle the MSW that is not processed successfully into RDF.

PART II: BINDING PROVISIONS

Upon execution by LUESA and Developer of this MOU, the following lettered paragraphs of this MOU (collectively, the "Binding Provisions") will constitute the legally binding and enforceable agreements of LUESA and Developer (in recognition of the cost to be borne by County and Developer in pursuing this potential transaction and further in consideration of their mutual undertakings as to the matters described herein):

- A. Non-Binding Provisions Not Enforceable. The Non-Binding Provisions do not create or constitute any legally binding obligations between LUESA or County and Developer and neither LUESA/County nor Developer shall have any liability to the other with respect to the Non-Binding Provisions until a definitive agreement and other agreements contemplated by this MOU are executed and delivered by the County and Developer.
- B. Cost. Each party to this MOU shall bear and be responsible for the payment of all expenses incurred by it related to the MOU and in connection with pursuing or consummating the potential transaction.
- C. Termination. This MOU may be terminated at any time by either party by a written notice of termination. Upon termination the parties shall have no further obligations hereunder, except as stated in paragraphs B and E which shall survive any termination.
- D. Counterparts. This MOU may be executed in counterparts, each of which shall be considered an original.
- E. Third Party Beneficiaries. This MOU is for the benefit solely of LUESA/County and Developer. No other person or entity shall be entitled to rely hereon or to anticipate the benefits hereof or to otherwise assert or be entitled to any rights as a third party beneficiary hereof.

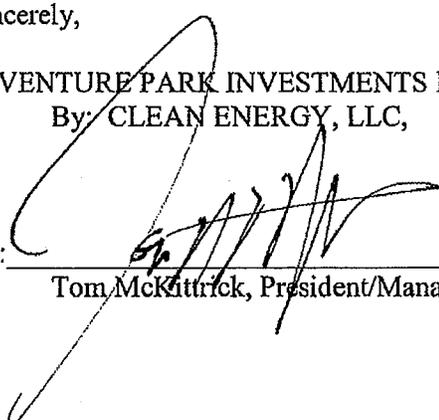
To further facilitate the execution of this MOU, the parties agree that they will give legal effect to copies executed in counterparts (which shall be read together as one instrument), facsimile signatures, or electronic e-mail copies as if such signatures originally appeared on counterpart copies of the MOU.

We look forward to working with you to on drafting the Service Contract for Disposal of Municipal Solid Waste (Fuel Supply Agreement). If this MOU is acceptable, please sign below and return it to me c/o Forsite Development, Inc. at fax (704) 364-0090 or via e-mail at tom@forsiteinc.com.

Sincerely,

ReVENTURE PARK INVESTMENTS I, LLC,

By: CLEAN ENERGY, LLC,

By: 

Tom McKittrick, President/Manager

Acknowledged and agreed to this 11th day of APRIL, 2010.

MECKLENBURG COUNTY, LAND USE AND
ENVIRNONMENTAL SERVICES AGENCY

By: 

, its Director

1911

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P1227	2/15/11	12946



5320 Old Pineville Road | Charlotte, NC 28217 | T: 704.364.9100 | F: 704.364.0090

April 5, 2010

Mecklenburg County
Land Use & Environmental Services Agency
Attn: Bruce Gledhill, Director Solid Waste
700 North Tryon Street
Charlotte, North Carolina 28202

Re: Memorandum of Understanding – Service Contract (Fuel Supply Agreement) for the ReVenture Park Project located in Charlotte, North Carolina (the “Project”)

Dear Mr. Gledhill:

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1. **Parties.** The parties to the MOU are LUESA and Developer. The parties to any definitive, binding agreement, would be Mecklenburg County and Developer. Any binding agreement would have to be approved by the Mecklenburg County Board of Commissioners.

2. Project. ReVenture Park, Charlotte, North Carolina with its principal entrance located at 11701/11823 Mt. Holly Road.
3. Basic Deal Terms proposed for the Service Agreement to be negotiated.
 - County would agree to direct ALL yard waste that is currently being delivered to the County by the City of Charlotte under the Solid Waste Interlocal Agreement with the City of Charlotte to ReVenture Park (approximately +/- 40,000 tons annually) ("Charlotte Yard Waste").
 - The Developer would agree to accept at the Project up to 50,000 tons of yard waste annually as directed by the County. Developer also would agree to accept up to 600 tons of yard waste directed by the County on any working day.
 - However, the County would not be committing any "minimum-quantity-guarantees," but rather, the County would be committing to direct the City of Charlotte to deliver to Developer 100% of the Charlotte Yard Waste that, but for the Agreement, would have otherwise been collected, transported and delivered to Compost Central.
 - In addition to the Charlotte Yard Waste, the County MAY, but shall not be obligated to, direct additional yard waste to Developer that the County receives from other municipalities with which it has Solid Waste Interlocal Agreements ("Municipalities") or from its "convenience" stations at Foxhole, Compost Central, Hickory Grove or North Mecklenburg, or from any other applicable sources ("Additional Waste").
 - However, the County would have only three (3) options for the delivery of the Additional Waste – the County would only be permitted to deliver the Additional Waste to one of the following: (i) Developer at ReVenture, or (ii) Compost Central (or any replacement facility), or (iii) other County convenience stations. Additional Waste may be delivered in bulk or as coarsely ground material
 - The term of the Agreement would be for a period of twenty (20) years.
 - The County would pay Developer \$50,000 per annum for the first year of operation. All subsequent annual payments would be subject to an increase equal to the greater of three percent (3%) or the change in the CPI – U, All Urban Consumers Index, 1982-84 = 100.
 - Once such materials are delivered to the designated area at ReVenture, the County would not be responsible for any processing, handling, disposition, liability or expense.

- Neither the County, the City, nor any Municipalities would be required to “de-bag” any of the material delivered to Developer. Bagged Yard Waste may be delivered to the Project in either film plastic or kraft paper bags.
- Subject to the existing agreements controlling the delivery of Charlotte Yard Waste or Additional Waste to the County, when directing any materials to Developer, the County agrees to use reasonable efforts to minimize the amount of hazardous waste that may be included in the woody waste materials delivered to Developer (i.e. such hazardous material that can be discovered; and therefore, segregated and otherwise disposed of based on a visual inspection made during the collection or delivery process).
- This agreement will be exclusive to yard waste only and does not include municipal solid waste, recyclables, and hazardous waste currently being collected by the City/County.
- The Developer would be required to obtain and maintain all necessary federal, state, and local permits required for the construction and operation of the Project.
- LUESA and Developer agree that time is of the essence and believe that the Agreement would be a services agreement that would not require modification of the existing solid waste management plan.
- County would commence directing delivery of such materials to Developer (at ReVenture) on or before, but definitely not later than, July 1, 2011. Developer would have to agree to be capable of accepting delivery of the City Yard Waste no later than July 1, 2011.

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- B. Cost. Each party to this MOU shall bear and be responsible for the payment of all expenses incurred by it related to the MOU and in connection with pursuing or consummating the potential transaction.

April 5, 2010—Yard Waste MOU

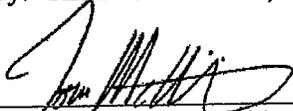
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We look forward to working with you on drafting the Service Contract (Fuel Supply Agreement). If this MOU is acceptable, please sign below and return it to me c/o Forsite Development, Inc. at fax (704) 364-0090 or via e-mail at tom@forsiteinc.com.

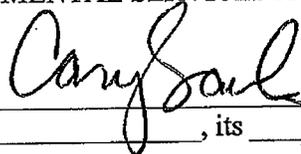
Sincerely,

REVENTURE PARK INVESTMENTS I, LLC,
By: CLEAN ENERGY, LLC,

By: 
Tom McKittrick, President/Manager

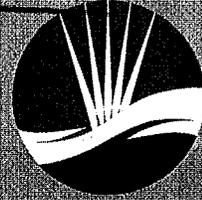
Acknowledged and agreed to this 14th day of April, 2010.

MECKLENBURG COUNTY LAND USE &
ENVIRONMENTAL SERVICES AGENCY

By: 
_____, its DIRECTOR

RECLAIM. RESTORE. REINVENT.

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ReVenture Park

SUMMARY OVERVIEW

CHARLOTTE'S FIRST "ECO-INDUSTRIAL" PARK

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GASTON COUNTY



CHARLOTTE

Location



1. Executive Summary

ReVenture Park (“ReVenture”) is an ambitious plan to Reclaim, Restore, and Reinvent a 667 acre Superfund Site along the Catawba River in Charlotte, NC into the region’s first Renewable Energy Eco-Industrial Park. This project will create one of the most dynamic and multi-faceted renewable energy developments currently being contemplated in the United States. The project is poised to become a national model for innovative redevelopment of Brownfield industrial property, and it will serve as a template for other large projects that are similarly situated.

Featuring multiple clean-energy projects, ReVenture will advance the Charlotte region’s environmental and economic goals by attracting a myriad of renewable energy and alternative fuel projects. The Eco-Industrial Park is designed to leverage synergies between multiple sustainable components including a Biomass power plant, solar fields, incubator labs, wastewater treatment and reuse, and R&D facilities. When fully developed, ReVenture is estimated to generate over \$900 million of new investment and create more than 1,100 “green collar” jobs.

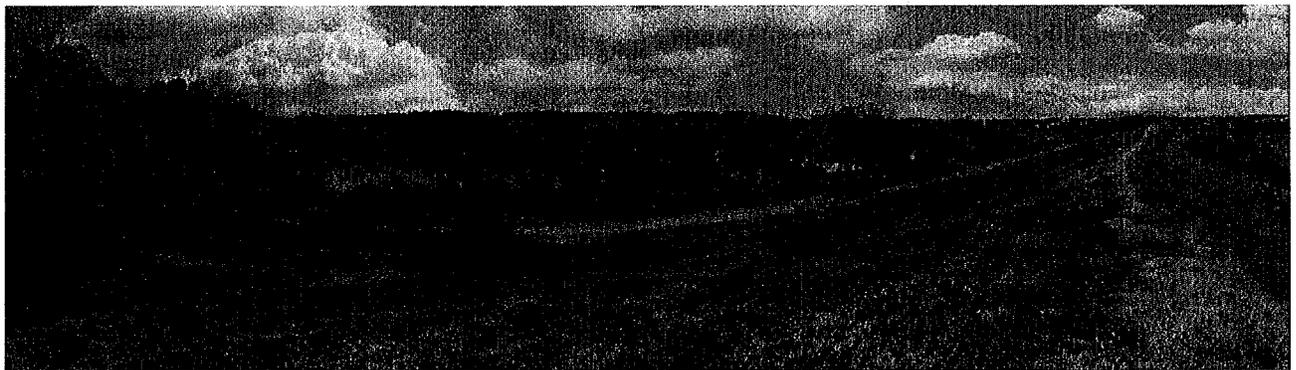
This project substantially advances Charlotte’s vision of becoming the “New Energy Capital” and will be a catalyst for attracting renewable energy companies and fostering new technologies. The ReVenture team is currently negotiating the terms on several key projects, including:

- A 49 +/- mega watt Biomass power plant that has the potential to expand to 80 +/- mega watts.
- A 4 +/- mega watt photovoltaic solar field to be developed on a closed 25 acre landfill.
- A platform to research new renewable energy technologies on a large scale.
- A (\$300 mm) regional wastewater treatment facility to be operated by Charlotte Mecklenburg Utilities (CMU) that will incorporate multiple “green” design components including transforming the bio-solids into a high BTU, renewable energy resource.
- A partnership with UNC Charlotte to develop a Green Technology research laboratory and Green business incubator.
- The development of a Bio-fuels production facility.
- A transloading and Ethanol mixing operation.
- A propane fleet vehicle conversion facility.
- Office space for green or environmental not-for-profit organizations.
- A new 300,000 +/- square-foot Business Park that will cater to small businesses focused on energy efficiency, renewable energy and environmental technology.
- Coalogix, Inc. expansion.
- A 100/+ acre conservation easement and trail system along the Long Creek basin that will connect the Carolina Thread Trail to the U.S. National Whitewater Center.



ReVenture's existing infrastructure makes it uniquely positioned for the creation of an Eco-Industrial Park and the metro Charlotte location has excellent interstate access. The site also features an existing 4 MGD waste water treatment facility, over 500,000 SF of existing industrial space, rail access and significant electrical interconnectivity including multiple substations and transmission lines throughout the property. Additionally, there is an existing 360-million gallon containment pond that offers remarkable potential for Biomass production and reuse water supply.

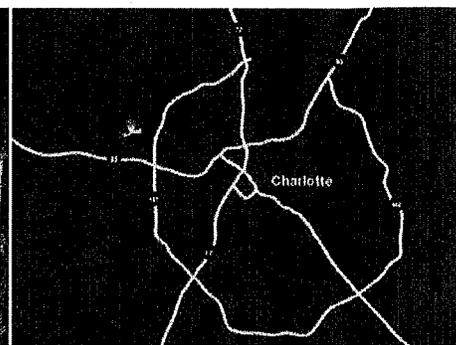
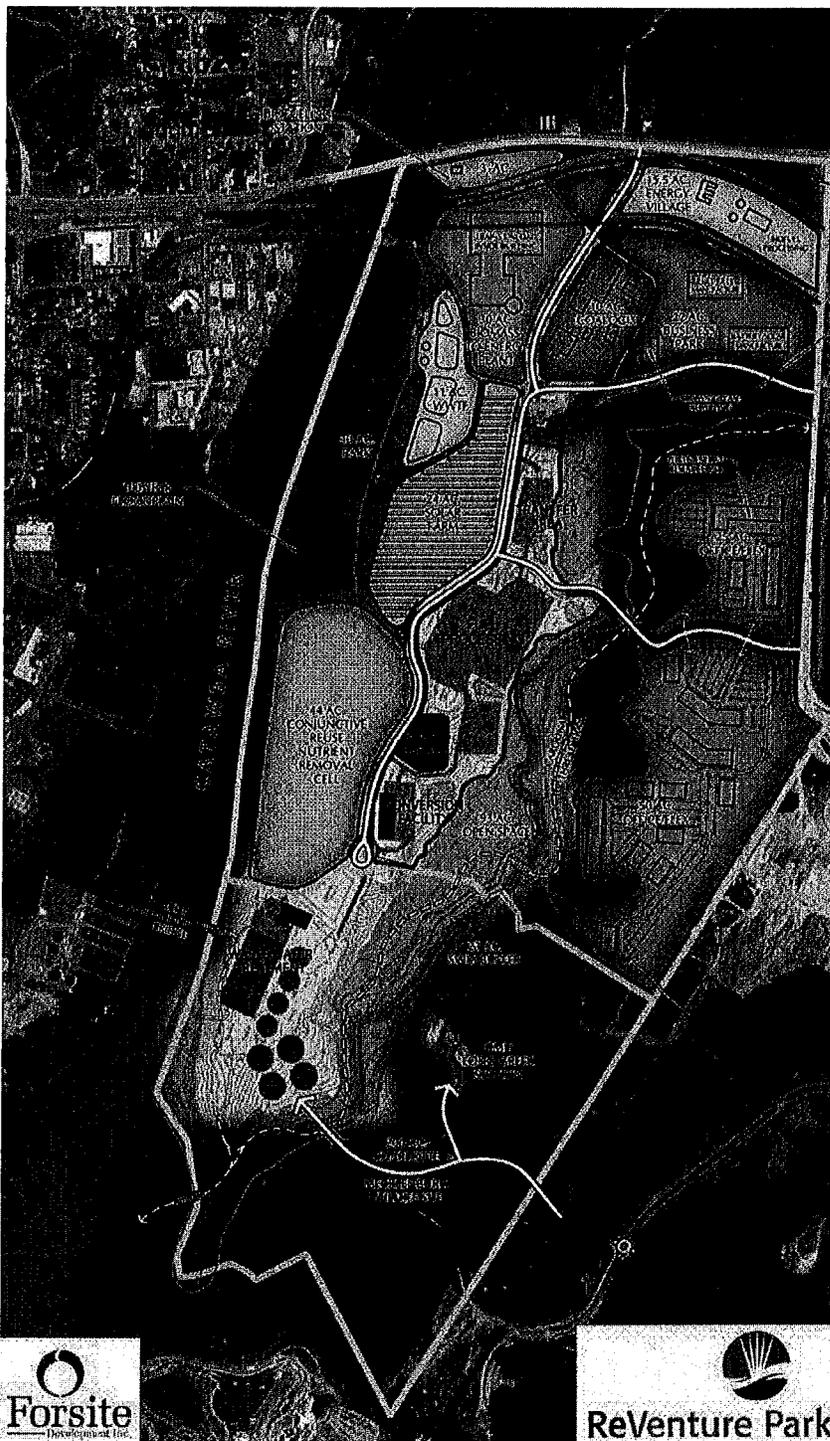
The ReVenture team is pursuing a variety of Federal and State grants, tax credits, stimulus dollars and loan guarantees related to renewable energy and alternative fuels projects. Currently, the project is in the final stages of being de-listed from Superfund with the EPA, and the terms of the Brownfield agreement are being negotiated with the NC Department of Environment Natural Resources. ReVenture Park is slated to be ready for development by late 2010.



Actual site photos



2. ReVenture Park Master Plan



- **ENERGY VILLAGE**
 A collection of energy-related facilities, including a biomass-to-energy plant, a biofuel station, and a solar farm, designed to provide a sustainable energy source for the park and surrounding areas.
- **BIOFUEL STATION**
 A facility for the production and distribution of biofuels, including ethanol and biodiesel, from agricultural and industrial waste.
- **BIOMASS-TO-ENERGY PLANT**
 A large-scale facility for the conversion of biomass into energy, using advanced technologies to maximize efficiency and reduce emissions.
- **GREEN ENERGY RESEARCH LAB**
 A state-of-the-art research facility for the development and testing of new green energy technologies, including solar, wind, and biomass.
- **SOLAR FARM**
 A large-scale solar farm for the production of clean, renewable energy, utilizing advanced solar panels and tracking systems.
- **BUSINESS PARK**
 A modern business park with flexible office space, meeting rooms, and conference facilities, designed to attract and support green technology companies.
- **COALOGIX**
 A facility for the production and distribution of coal-based energy, including coal gasification and power generation, designed to provide a reliable and cost-effective energy source.
- **PROPANE FUELS/CONVERSION BUILDING**
 A facility for the production and distribution of propane fuels, including propane gas and propane liquids, designed to provide a clean and efficient energy source.
- **ALGAE BIOFUELS**
 A facility for the production and distribution of algae-based biofuels, including algae oil and algae gas, designed to provide a sustainable and renewable energy source.
- **BIOMASS PROCESSING STORAGE AREA**
 A large-scale facility for the processing and storage of biomass, including wood chips, agricultural waste, and industrial waste, designed to provide a reliable and cost-effective energy source.
- **CONJUNCTIVE REUSE NUTRIENT REMOVAL CELL**
 A facility for the treatment and reuse of wastewater, including nutrient removal and water recycling, designed to provide a sustainable and efficient water management system.
- **CMU WASTEWATER TREATMENT CENTER**
 A large-scale facility for the treatment and reuse of wastewater, including nutrient removal and water recycling, designed to provide a sustainable and efficient water management system.
- **OFFICE FLEX**
 A modern office space with flexible layouts, meeting rooms, and conference facilities, designed to attract and support green technology companies.
- **PRESERVATION**
 A large-scale facility for the preservation and protection of natural resources, including wetlands, forests, and waterways, designed to provide a sustainable and resilient environment.





3. Economic Development Impact

ReVenture offers a unique opportunity to create a truly innovative economic development environment that will further establish Charlotte as the “New Energy Capital”. The following is a breakdown of the proposed / potential projects, investment and job creation that could be created at ReVenture.

Potential Investment

ReVenture Industry	Projected Investment
Biomass Power Plant	300 M (Phase 1 & 2)
Large-Scale Energy Manufacturer	75
Mid-Scale Energy Manufacturer	55
Energy Efficiency Business Park	55
Waste Water Treatment	250
Solar PV Field – 4 MW	17
Bio-fuel Technologies	30
Research Facilities	30
Bio-solids Fuel Processing	25
Energy + Education Village	15
Environmental Remediation + Water	20
ReVenture Infrastructure	50
Total Projected Investment	\$ 922 Million

Potential Green Jobs

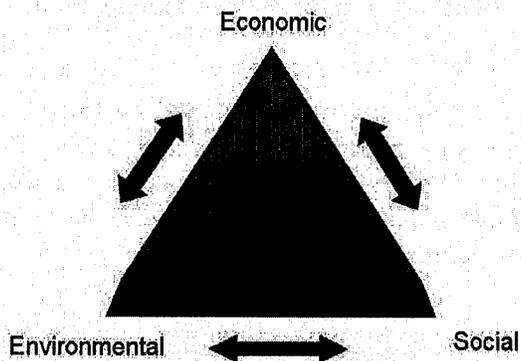
ReVenture Industry	Projected Employment
Biomass Power Plant	100
Large-Scale Energy Manufacturer	300
Mid-Scale Energy Manufacturer	150
Energy Efficiency Business Park	250
Waste Water Treatment	35
Solar PV Field – 4 MW	4
Bio-fuel Technologies	75
Research Facilities	20
Bio-solids Fuel Processing	40
Energy + Education Village	40
Environmental Remediation + Water	20
Construction - Temporary	800
Total Skilled Employment	1,034 + 800



Potential Renewable Opportunities

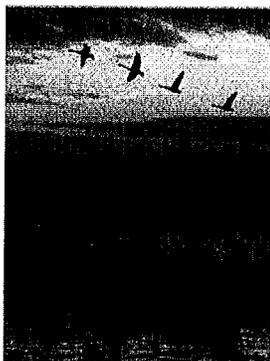
Water Reuse & Ecology	Alternative Fuels	Renewable Energy
Nutrient removal	Biomass	Biomass to Energy
Process water supply	Bio-solids	Gasification
Growth of biomass	Algae / Duckweed / Plants	Biogas to Energy
Irrigation	Processed MSW	Solar PV
Conservation & Restoration	Wood waste / compost	Solar thermal
Wildlife	Fuel conversion / processing	Wind turbines
Nutrients to fertilizer	Propane	Combined Heat & Power
Nutrients for bioremediation	Batteries	Smart Grid
Phytoremediation	Fuel Cells	Energy Efficiency
Water Quality	Biodiesel / Yellow & Brown Grease	CO2 Sequestration

Triple Bottom Line Diagram



4. Environmental Stewardship

Environmental sensitivity is a core facet of ReVenture's design, which includes a 100 +/- acre conservation easement, connection to the Carolina Thread Trail, critical watershed and wetland area preservation, and enhanced wildlife habitat. When complete, ReVenture Park will set the standard for best practices in environmental stewardship coupled with renewed economic sustainability.

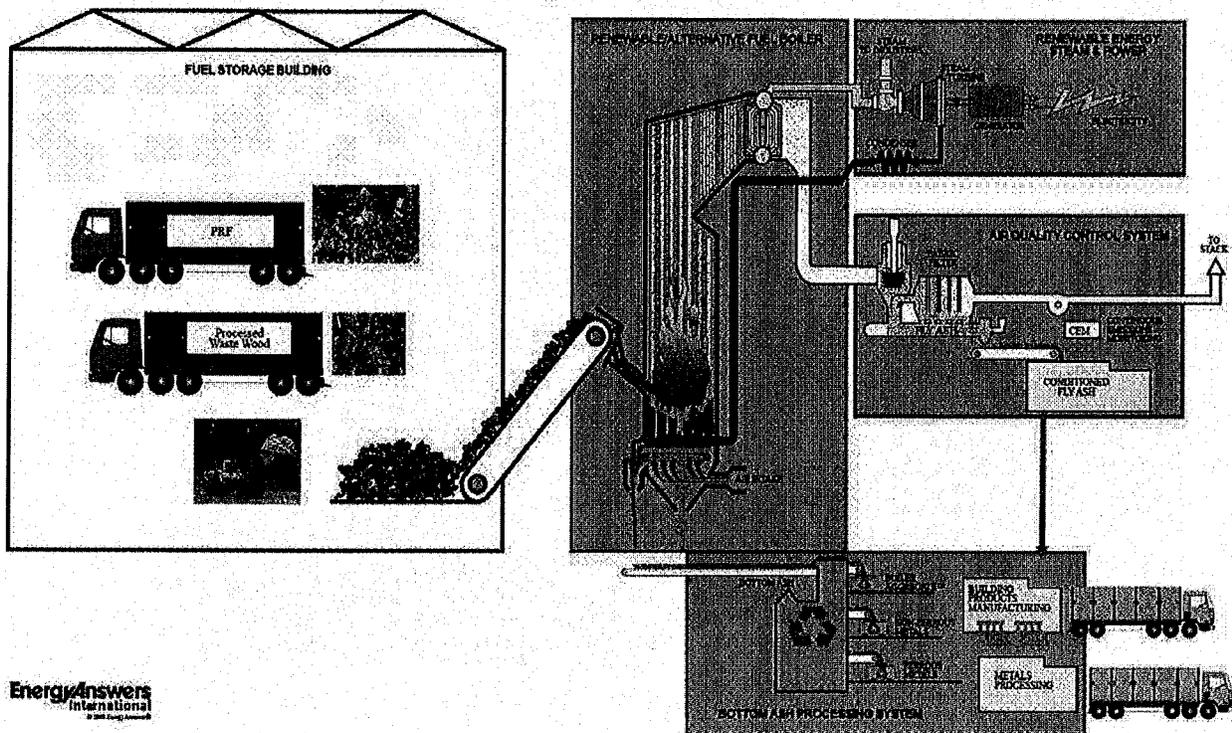


Actual site photos



Parameter	Mass-Burn Incineration	Modified Stoker Boiler
Fuel	Raw solid waste	Solid waste processed to remove recyclables and remainder shredded into a confetti-like bulk material
Grate	Gravity-fed sloped grate	Rolling flat grate with upward flow
Grate Temperature	2500°: melts metals and glass, producing greater air emissions and hazardous ash by-product	1200°: allows metals and aggregates to be recovered
Bottom ash	Water-quench sludge with no recycled material	Recovered metals, cementitious aggregates, 99% recyclable, no water quench
Energy Efficiency	<50%	75%

Biomass Power Green Energy Generation Plant



Energy Answers
International
© 2002 Energy Answers



7. Waste Water Treatment Facilities

Long Creek Regional Wastewater Treatment Plant

The other “anchor” project is a \$300,000,000 new waste water treatment facility (WWTF) currently being planned and permitted by Charlotte Mecklenburg Utilities (CMU). CMU plans to construct a regional WWTF (25 MGD) near the Long Creek pumping station on the southern portion of the ReVenture site. ReVenture and CMU are currently negotiating the specifics of a collaborative effort to create synergies between the sites existing infrastructure and the proposed new Biomass facility. These synergies include:

Renewable Energy Production

There are multiple options for renewable energy production associated with the new WWTF, but the greatest potential is to utilize wasted bio-solids (sludge) generated by the facility as a fuel source for the BTE plant. Not only would this option reduce the cost of the plant through reducing sludge digesters, it would also reduce CMU’s costs and liability for land disposal of wasted bio-solids (approximately \$20M savings). The ReVenture site could also receive imported wastes (sludges, oils & grease, etc.) from other existing CMU facilities and become the regional solution for converting these wastes into beneficial uses to generate renewable energy.

Conjunctive & Consumptive Reuse of Wastewater

Another significant opportunity is to incorporate the reuse of wastewater. Based on our preliminary analysis, a significant volume of the treated wastewater can be reused in the following ways:

- Cooling and process water for the proposed BTE plant and other tenants within the park.
- Irrigation water to be used on-site and for adjacent landowners (Crosland’s Whitewater Development, Whitewater Academy school site, USNWC).
- On-site bioremediation via an infiltration gallery to enhance the effectiveness of ReVenture’s existing groundwater pumping containment system.

8. Community Involvement Action Plan

The ReVenture team recognizes that “community-buy-in” is a critical component to the project’s success. The ReVenture team is currently implementing an extensive Community Involvement Plan that will consist of multiple community meetings designed to ease public opinion of the proposed project. The message is that this is not just a stand alone Biomass project, but a platform for multiple renewable energy projects that will be developed in an environmentally sensitive way. Few, if any, other Biomass projects currently being contemplated can boast a 100 + acre conservation easement, wildlife habitat enhancement/protection, the opportunity to create new jobs and the de-listing of a Federal Superfund site.



ReVenture fully recognizes that treating the community as an afterthought is a fatal flaw; and therefore, the ReVenture team has scheduled a series of community meetings to engage and address the neighbors and other interested parties.

Additionally, ReVenture has been meeting with a variety of environmental groups to gage their potential support or opposition for the project. To date, there has been very positive feedback from such groups, and the ReVenture team feels that such advocates will help inform temper other environmental entities regarding the projects positive attributes.

The first meetings were held very successfully:

Wednesday, January 27, 7 p.m.

Whitewater Academy, Elementary School Cafeteria

Host: Justin Mueller, NW Chapter, Charlotte

11600 White Rapids Rd, Charlotte, 28214 (Corner of Belmeade Rd + Whitewater Pkwy)

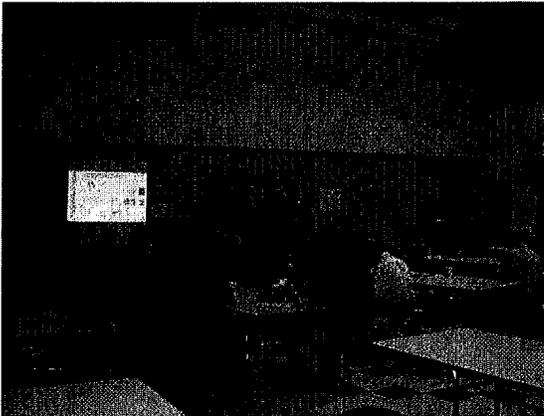
Tuesday, February 2, 7 p.m.

Mt. Holly City Hall, Training Room

Host: Brian Hough, Mayor of Mt. Holly

400 East Central Ave, Mt. Holly, NC 28120

More than 30 people attended each meeting. The presentation elicited robust Q+A sessions, resulting in an enthusiastic and positive response from the attendees. More Community Meetings will be held in the first and second quarters of 2010.



Community Meetings



9. The ReVenture Team

The ReVenture team consists of over 30 professionals who bring together a robust team of developers, engineers, attorneys, lobbyists, grant writers, project managers, environmental experts, academics and civic leaders who share the same goal of reclaiming, restoring and reinventing our environment and communities.



Forsite Development (Lead Developer)

Forsite Development specializes in the acquisition and redevelopment of corporate surplus industrial properties throughout the Southeast. Forsite has acquired and redeveloped more than 4.2 million square feet of industrial space in the Carolinas, which has attracted over 850 jobs to these respective facilities.

Led by Tom McKittrick, the Forsite team includes personnel specifically versed in the redevelopment, construction management, and leasing of surplus industrial properties. Forsite is managing all aspects of project design, finance, and development and has worked extensively to evolve the project's development plan.



Clariant Corporation (Land Seller)

Dating back to 1934, the property was once one of the largest textile dye manufacturing facilities in the U.S. Through a series of acquisitions, Clariant acquired the property in 1983 and with it came a significant environmental liability. Clariant's commitment to the environment necessitated a remediation effort costing in excess of \$40 million to address, control and improve the environmental conditions of the land and protect the Catawba River. Clariant is committed to leaving behind a legacy of a responsible corporate stewardship and has helped shape the vision for ReVenture.



Parker Poe Adams & Bernstein, LLP (Lead Law Firm, Lobbyist and Incentive Procurement)

Parker Poe traces its roots back to 1884, when it was founded by Heriot Clarkson, later a Justice of the NC Supreme Court. Today, the law firm is one of the most sophisticated general corporate and business practices in the southeast US, with 224 attorneys in 4 locations in the two Carolinas. Parker Poe has practice groups in environmental and energy law, eco-business, and governmental relations, as well as multiple additional disciplines. Primary attorneys for ReVenture:



- Tom Griffin – Lead environmental attorney spearheading Superfund de-listing and NC Brownfield Agreement
- Bruce Thompson – Lead lobbyist and incentive procurement
- Anthony Fox – Local political support and coordination
- Henry Campin - Renewable Energy regulatory and policy lead for EPA negotiations and RCRA permit modification



AT Environmental, LLC (Environmental Attorney for Liability Transfer Documents and EPA Negotiations)

As President of AT Environmental, George von Stamwitz is responsible for designing financial tools that fit the precise criteria of the ReVenture business plan. He has designed dozens of risk transfer transactions throughout North America and the United Kingdom.



Withers & Ravenel (Environmental and Civil Engineering)

Withers & Ravenel is a land planning, environmental consulting and engineering firm assisting Forsite with the master plan and specific tactics of ReVenture Park with a focus on renewable energy and continued environmental remediation. Environmental engineer, Chris Neaville, brings 23 years of experience in the assessment and redevelopment of Brownfield sites to the ReVenture Park initiative.



Calor Energy (Environmental Consulting, Grant Writing, Political and Community Support)

Calor Energy Consulting, LLC is sustainability and renewable resources consulting company with expertise in helping organizations to reduce energy costs, increase revenue and enhance relevance. Forsite has engaged Calor to assist with multiple components including strategic planning, energy and environmental intelligence, workforce development, public/private partnerships, political navigating, public relations and grant writing. Contributors to the project:

- Lisa Lee Morgan, Strategic planning, energy and environmental intelligence
- Astrid Chirinos, Public relations and green workforce development
- Rich Deming, Federal, State and Private grant writing



Chirico Huber (Political / Community Support and Coordination)

Former Mecklenburg County Commissioner and commercial real estate broker Edna Chirico of Chirico Huber is working with Calor and Forsite to coordinate key government and community relations initiatives. She has been actively involved in forming and shaping the Catawba River District – a regional initiative designed to expand current green building principles to include water quality and quantity protection. Chirico also serves on the Charlotte Chamber of Commerce Executive Board and Gaston Regional Chamber of Commerce Board of Directors.



NC Solar Center (Biomass Engineering and Proforma Development)

The North Carolina Solar Center began in 1981 with the creation of a solar house built to research and demonstrate the benefits of passive solar, solar water heating, and solar electricity. Since then the Solar Center has grown and expanded. With a full-time staff of over thirty people, NCSC covers all renewable energy areas including wind and biomass.

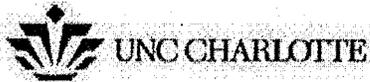
- Dr. Alex Hobbs – Biomass engineering assumptions and proforma development
- Dr. Keith McAllister – Combined Heat and Power technology validation
- Henry Tshi – Biomass proforma and financial modeling



RTP Environmental Associates (Air Quality Permit Procurement and Expediting)

RTP Environmental Associates, Inc. (RTP) is a full service environmental consulting firm with a highly experienced technical staff of engineers, chemists, meteorologists, computer scientists, and information specialists. Founded in 1978, our years of experience provide us with excellent knowledge of the complex technical and regulatory issues involved in environmental permitting studies.

- Jim Laughlin, Project Manager
- David Keen, Dispersion Modeling
- Gary McCutchen, P.E., Reviewer



UNCC – Ideas Center (Economic and Environmental Impact Analysis)

The UNCC Infrastructure, Design, Environment And Sustainability (IDEAS) Center was founded by Dr. Helene Hilger, Professor of Civil Engineering at the William States Lee College of Engineering. The mission of the IDEAS Center is to foster a region-wide climate of collaboration to create and disseminate knowledge and apply it to yield high economic and energy performance and low environmental impact through structural and environmental solutions that will advance sustainable practices in the region. Dr. Hilger is facilitating multiple areas of collaboration with ReVenture in economic impact research, energy research, and the development of a green business incubator.



Corder Philips (Public Relations and Marketing)

Corder Philips is a leading southeast strategic marketing communications firm. CP is creating a communications blueprint that complements the ReVenture business plan, and creates the coordinated components of brand, print, copy, web and presence. ReVenture consultants:

- Burt Philips, Agency Partner
- Kathy Rowan, Creative Copywriter

Talking Points



Talking Points, LLC (Community Involvement Public Relations)

Scott Carlberg is counseling ReVenture executives and stakeholders to produce targeted, consistent public affairs programming to hit corporate goals, enhance networks and meet important community needs.



WGM Design, Inc (Architect Firm)

WGM Design is handling the master land planning, site development standards, infrastructure planning, and image designs.



10. Conclusion

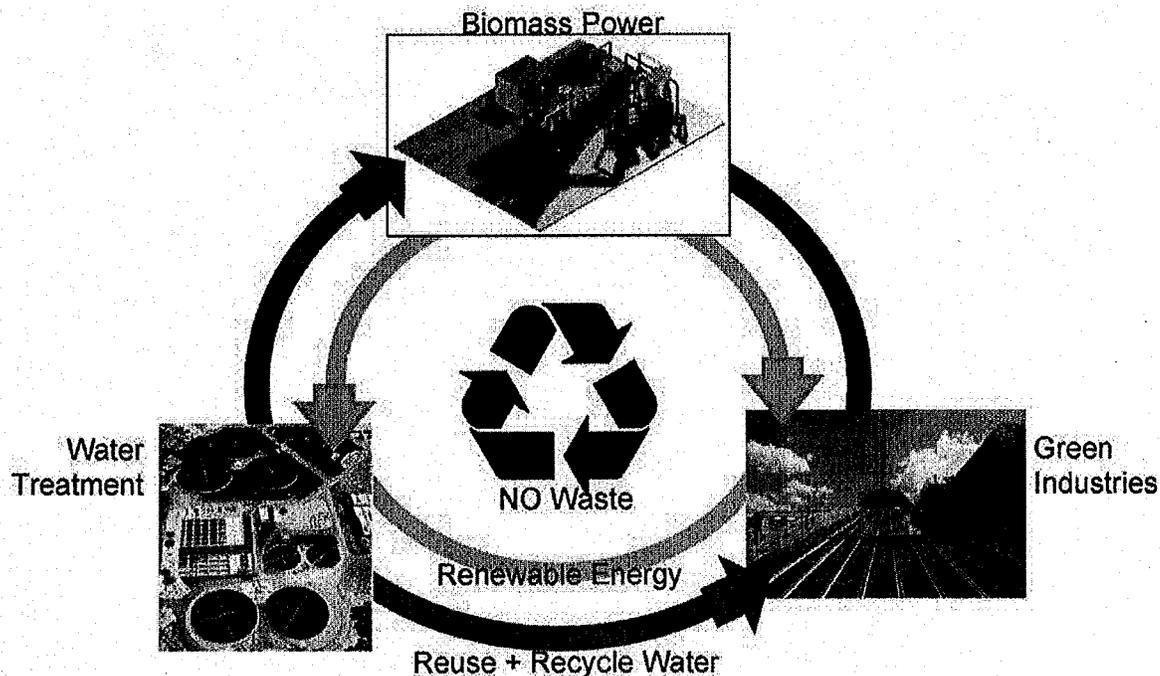
At the Energy Summit on April 6, 2009, Jim Rogers, CEO of Duke Energy, proposed to “leverage the region’s growing energy industries into a development and manufacturing hub.” ReVenture Park is a tangible manifestation of his vision. ReVenture can help transform a site, a city, a region and further an industry vision. This “Eco-Industrial” redevelopment approach can be duplicated on a multitude of dormant industrial sites scattered throughout the Country. These relics of our country’s great manufacturing past can be recycled to breathe new life into communities by creating economic development that produces green jobs, power and fuels.

We believe this concept and ReVenture Park is an “Industry Transformer.” Additionally, such bold vision is supported by sound economic reality.

ReVenture offers:

- Economically viable large scale renewable energy production
- Economic development opportunities to create new customers and demand
- The ability to duplicate this re-development concept on other large scale projects
- A clear opportunity to demonstrate Charlotte’s stated commitment to the green economy

ReVenture is an opportunity for the private sector, public policy and environmental stewardship to intersect and promote Charlotte’s clean energy economy.



PROJECT
MONUMENTATION

100 YEAR
FLOODPLAIN

ALTERNATIVE FUEL
FLEET CONVERSION
FACILITY

REVENTURE PARK
EDUCATION
&
CONFERENCE
CENTER

ALTERNATIVE
FUEL
STATION

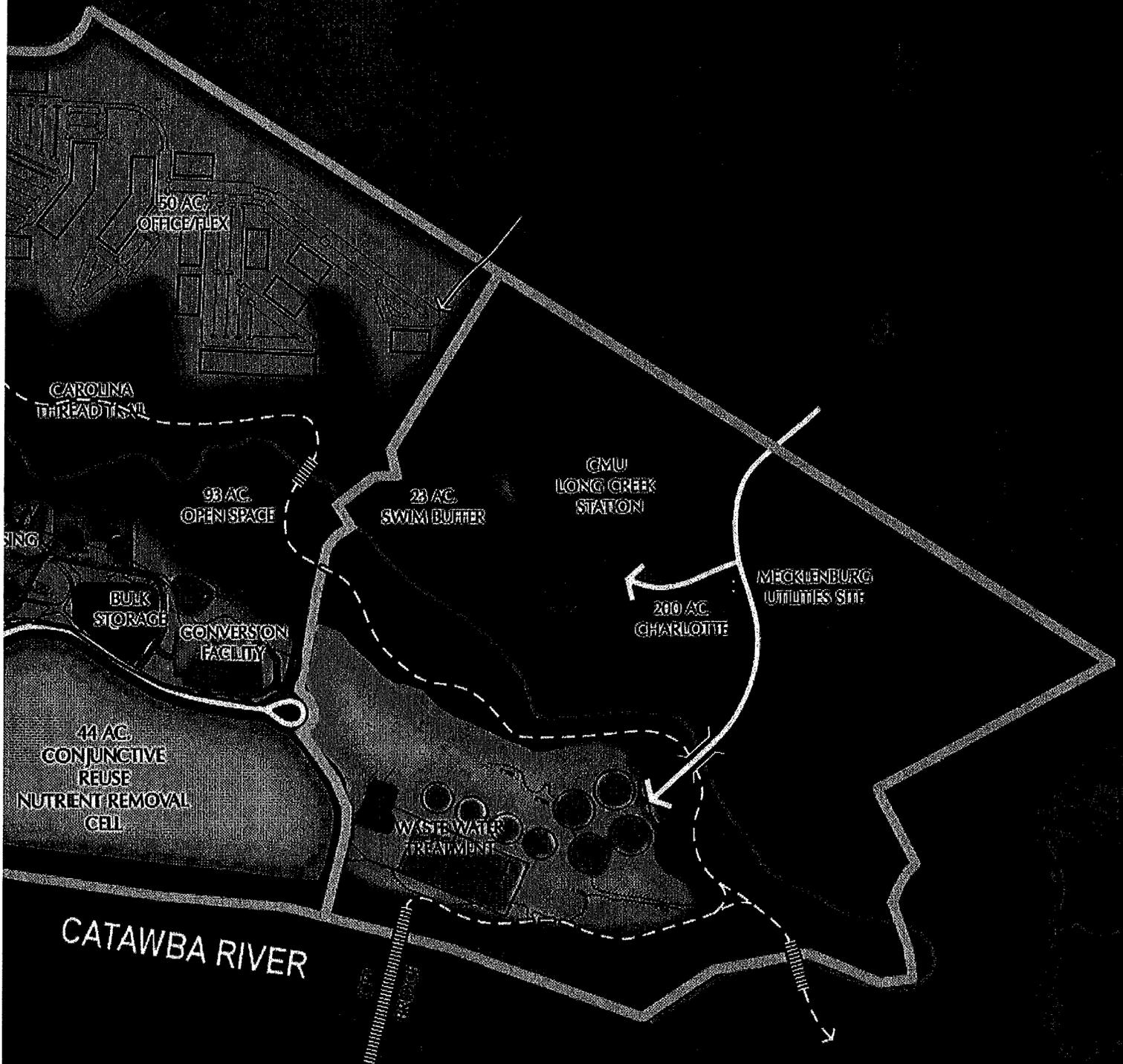


LINEAR PARK
& KAYAK DOCKING

100 YEAR
FLOODPLAIN



ReVenture Park





ReVenture Park

"ReVenture is a unique opportunity for private investment, public policy and environmental stewardship to intersect and promote Charlotte's clean energy economy."

Tom McKittrick
President
Forsite Development, Inc.



TO LEARN MORE ABOUT REVENTURE PARK CONTACT:

Tom McKittrick
President
Forsite Development, Inc.
704-364-9100
tom@forsiteinc.com

www.forsiteinc.com



WHAT IS REVENTURE?

Largest section of unutilized I-2 industrial land in Mecklenburg County (667 acres)

Currently listed as a Federal Superfund site

Property is being de-listed from Superfund and enrolled into the NC Brownfields Program

The site will be recycled into an "Eco Industrial Park"

Potential to create 1000+ green jobs and over \$900M in new investment

A national model for innovative redevelopment