

FW: A-1 Sandrock Guilford County Franchise

From: Betty Garrett (BGARRET@co.guilford.nc.us)

Sent: Thu 1/22/09 4:42 PM

To: ronniepetty@hotmail.com

Rec'd
2-5-09
DW

This email was forwarded to Ed on January 12. The Amendment to the Franchise has been reviewed and approved by Legal. It is now going through the execution phase with the County and once I receive it back, I will be in touch with your Granddad for signatures. After which a letter and a copy of the documents will be forwarded to Ed Mussler.

Thank you. Betty

Fac/Perm/Co ID #	Date	Doc ID#
<i>Minghwa</i>	03130109	DIN 7115

From: Betty Garrett

Sent: Monday, January 12, 2009 11:54 AM

To: 'Ed Mussler'

Cc: geof.little@ncmail.net; jason.watkins@ncmail.net; Paul Crissman; Nancy Scott

Subject: RE: A-1 Sandrock Guilford County Franchise

Ed, I am confident that you have heard from Jason by now but I do want to officially confirm that the 2003 A-1 Sandrock Franchise has been amended by

The Board of Commissioners of Guilford County. I have completed the Amendment and forwarded to our Legal Department to be reviewed and signed off on. Once I receive the sign off, I will prepare a letter officially notifying A-1 Sandrock requesting that the document be executed and any other documents required be submitted to the County. Once complete, I will

Send a letter to this effect to you.

Thank you for all of your help on this project.

Betty

Betty G. Garrett, Deputy (Interim) Director
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Thank you

Copy of Approved, not yet signed

NORTH CAROLINA
GUILFORD COUNTY

**AMENDMENT TO GUILFORD COUNTY
FRANCHISE FOR CONSTRUCTION AND
DEMOLITION DEBRIS LANDFILL
GRANTED TO A-1 SANDROCK, INC.**

Rec'd
2-5-09
JW

THIS AGREEMENT, made and entered into by and between GUILFORD COUNTY ("Guilford"), a body politic and corporate of the State of North Carolina, and A-1 SANDROCK, INC., ("Franchisee") shown below, in accordance with N.C. General Statute §130A-294(b1)(3), N.C. General Statute §153A-136, N.C. General Statute §153A-46, Section 15.5-5 of the Guilford County Code, and other applicable laws as they have been modified or amended by the State of North Carolina and Guilford County, amends and modifies the previously granted Franchise to A-1 Sandrock to operate a Construction and Demolition Debris Landfill and insures that permitting and operation of the site is in full compliance with applicable state statutes and regulations. Therefore the parties have agreed to the following amendments and supplements to the existing Franchise Agreement as approved by the Guilford County Board of County Commissioners on November 6, 2003. The previously agreed upon terms of the franchise remain in full force and effect except as amended or modified below:

WITNESSETH:

1. Paragraph 2 of the Franchise is amended as follows: The correct address of the subject property is 2091 Bishop Road in Guilford County, North Carolina. Further the geographic area to be served by the franchisee may include the following counties within a fifty mile radius of the site: Guilford, Randolph, Rockingham, Alamance, Forsyth, Davidson, Stokes, Surry, Yadkin, Caswell, Person, Orange, Durham, Chatham, Moore, Montgomery, Stanley, Rowan, Cabarrus, Lee and Davie. Except as modified herein, the provisions of Paragraph 2 remain in full force and effect.

2. Paragraph 3 of the Franchise is amended as follows: Franchisee anticipates the site will dispose of between 200 and 300 tons per day in volume of debris. The County's Solid Waste plan establishes a goal of 0% waste stream increase over the next ten years and therefore the operation of the franchise with 10% recycling works toward the established goal. Franchisee intends to operate a Treatment and Processing facility on the site to receive, process (grind and stockpile) and distribute inert materials (mostly wood debris and recycled aggregates) derived from its permitted waste stream. Except as modified herein, the provisions of Paragraph 3 remain in full force and effect.

*was disposed
make
200 ton/day*

3. Paragraph 4 of the Franchise is amended as follows: A projection of the useful life of the landfill is twenty (20) years. A projection of the maximum closure cost at a point ten (10) years from the granting of the Franchise is approximately one million five hundred thousand (\$1,500,000) dollars, which cost shall be bonded with the State of North Carolina through the Department of Environment and Natural Resources. Both projections are certified as sufficient by Franchisee according to the best information available to it. Franchisee shall comply fully with all statutory and regulatory requirements regarding closure.

4. Paragraph 5 of the franchise is amended in its entirety as follows:

A. Franchisee shall timely provide and update all financial assurance obligations as required by North Carolina General Statutes and Solid Waste regulations and as required by all permits issued and monitored by the Division of Solid Waste of the North Carolina Department of Environment and Natural Resources.

5. Paragraph 8 of the Franchise is amended as follows: Proposed phased development plans, facility plan, boundaries of waste, final elevations and

capacity of all waste disposal units as well as location of soil borrow areas, leachate facilities and all other facilities and infrastructure including ingress and egress and their terms as described in Exhibits F through K attached hereto are expressly made a part of this agreement. Except as modified herein, the provisions of Paragraph 8 remain in full force and effect.

6. Paragraph 9 of the Franchise is amended as follows: Franchisee shall be solely responsible for all acts or omissions arising out of ownership and/or operation of the landfill. Franchisee expressly hereby agrees to save and hold harmless and defend Guilford County, its agents, employees and assigns, from and against all claims, demands, acts, damages, and omissions whatever arising out of ownership and/or operation of the landfill, including all costs and attorney's fees. Franchisee shall maintain in full force and effect at all times general liability insurance against damage to persons or property arising out of the collection, transportation, or on-site disposal operations by Franchisee or its agents at the landfill. Said general liability shall indemnify and hold Guilford County harmless and shall name Guilford County as an additional insured. Policy limits shall not be less than \$1,000,000 per incident and \$2,000,000 aggregate. Said general liability insurance policy is not to be construed as environmental pollution coverage. In addition, Franchisee shall provide automobile, workers' compensation, and other insurance required by law. Certificates of insurance shall be provided to the County upon request. Copies of the approved liability and other referenced insurances are attached hereto as Exhibit D.

7. Paragraph 11 of the Franchise is amended as follows: In addition to any State requirements, Franchisee shall submit to the County by the 10th of each month reports

with specific information concerning the volume received as described by county of geographic origin, volume recycled, number of loads turned away (if any), reason for any refusal and the identity of any customer of refused load and a list of all customers, described by county of geographic origin.

This amendment to the previous Franchise Agreement shall be effective upon approval by the Guilford County Board of Commissioners on second reading, as provided in N.C. General Statute §153A-46.

Approved on second reading this _____ day of _____, 2008.

APPROVED AS TO CONTENT:

Department Representative

ATTEST:

Clerk to Board

This instrument has been pre-audited
In the manner required by the Local
Government Budget and Fiscal Control
Act.

Finance Director

ATTEST:

Corporate Secretary

APPROVED AS TO FORM & LEGALITY:

County Attorney

GUILFORD COUNTY

County Manager

A-1 SANDROCK, INC.

President

APPROVED AS TO LEGAL SUFFICIENCY

County Attorney