

Haywood County “Toeprints”

October 28, 2015

Vol. #6 Issue #11 (Subject: Swanger, Ensley, Ken Allison, Jeremy Davis, Santek Contract.)

www.haywoodtp.net

What’s Happening?

The purpose of this newsletter is to inform Haywood County Taxpayers of what transpires at the bi-monthly County Commission Meetings. This newsletter will be written from the perspective of a casual observer, myself. Any opinions expressed will be mine.

Swanger called out for being a liar.

The Public Hearing regarding Regional Recycling Solutions held on 10/19/2015 sent **Mark Swanger, Kevin Ensley, Ken Allison** and **Ira Dove** back to the Stone Age.

It was attended by about 275 people, standing room only, and over forty (40) people spoke out against it. Only **Ci Ci Hips** and some college professor spoke in favor of this scam. Where was **Mark Clasby**? Hiding in a corner.

A remarkable exchange occurred at about 46 minutes into the meeting [re: first video segment of the meeting on www.haywoodnc.net]. It involved Barry Bailey, a concerned Beaverdam resident, **Mark Swanger**, and Jeremy Davis. The following is a short transcript of that segment of the meeting.

[Bailey]

Mr. Allison mentioned that waste would be brought in from, as an example, Tennessee, So there’s waste being brought in that’s not currently served by the Haywood County Landfill, so it would be processed by the facility, so will the 10 to 70% of the non-recyclable shorten the life of the Haywood County Landfill?

[Swanger]

No.

[Audience]

Laughter

(Scowling face from **Swanger** on the video.)

[Swanger]

I’ll explain that, and I won’t count that against your time. There is a contract that the landfill can only accept so many tons of waste. If that company moves in, that contract will not change, It’s permitted through DENR, and only x-amount can go in - that amount’s going in now...

[Davis] (Yelling from the audience)

No. That’s wrong.

[Swanger]

Now (waiving his finger) I’m not going to have that. Another outburst and you’re outta-here.

What just happened here?

Swanger just got caught in a lie, and got publicly called out. Not a happy camper.

What was the lie?

The original Santek Agreement, setting a daily cap of 400 tons per day

re: <http://haywoodtp.net/pubII/110902SLOA.pdf>

was modified by **Mark Swanger, Kevin Ensley, David Francis** and **Ira Dove** to remove the cap!

[re: <http://haywoodtp.net/pubTP/T140422.pdf>]

Second amendment appended at the end of this newsletter.

There is no daily cap as **Swanger** just lied about! **Swanger** signed the amendment himself.

Did anyone notice the show of force from our County Sheriff’s department? There were three (3) deputies present, including Chief of Deputies Jeff Haynes and Captain Jason Smiley, and two additional deputies downstairs. Why?

I made the following request to our Sheriff before the meeting:

“There was a meeting called at the Beaver Dam community building last night and about 150 people showed up. There may be a lot of people attending this public hearing. Please consider assigning an extra deputy or two for this event, not to control the crowd, but to protect the crowd from **Mark Swanger**.”

Looking forward to the “Second” public hearing on this matter.

Legend: If any name is in **bold**, it can’t be a good thing.

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**SECOND AMENDMENT TO
SANITARY LANDFILL OPERATION AGREEMENT**

THIS SECOND AMENDMENT (this "Second Amendment") is made and entered into as of the ___ day of May, 2014, by and between HAYWOOD COUNTY, NORTH CAROLINA (the "County") and SANTEK ENVIRONMENTAL OF NORTH CAROLINA, LLC, a limited liability company organized under the laws of the State of North Carolina ("Contractor").

WITNESSETH:

WHEREAS, the parties entered into the Sanitary Landfill Operation Agreement, dated as of September 6, 2011 (the "Original Agreement"), under which terms the Contractor agreed to manage the County's sanitary landfill; and

WHEREAS, the parties there after entered into the First Amendment to Sanitary Landfill Operation Agreement dated as of October 1, 2012 (the "First Amendment" (the Original Agreement and the First Amendment are collectively hereinafter, the "Agreement");

WHEREAS, the Agreement contemplated an effort by the parties to obtain from NCDENR permission **to increase in the tonnage limitation applicable to the Landfill;**

WHEREAS, since the Commencement Date, such effort has been accomplished and NCDENR has amended the Landfill Permit **to increase the tonnage capacity of the Landfill;**

WHEREAS, accordingly, the parties desire to amend the terms of the Agreement **to reflect a Tonnage Limitation provision consistent with the Landfill Permit;**

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements herein set forth in the Agreement and this Second Amendment, and intending to be legally bound thereto, the parties hereby agree as follows:

1. Section 5.13 (Tonnage Limitation) of the Agreement **is hereby deleted in its entirety and replaced with the following language:**

5.13 Tonnage Limitation. Except with the approval of the County, Contractor agrees not to accept waste at the Landfill at a volume in excess of the tonnage limitations in the Landfill Permit, as written and effective on the date of this Second Amendment. If a generator of Haywood County Generated Solid Waste seeks to dispose of waste in the Landfill, but the tonnage limitation prevents the Contractor from accepting such waste, the Contractor shall take reasonable steps to adjust out-of-County waste volume to accommodate such in-County waste streams.

It is the goal of the Contractor and the County to achieve a limited expansion of the service area and daily tonnage capacity and use of the landfill, in an effort to achieve economies of scale whereby the operation of the Landfill effectively funds the compliant operation, maintenance, financial assurance, Closure and Post-Closure Care requirements set forth in Solid Waste Laws and provides assurance of compliant solid waste management capacity for Haywood County for a minimum period of 10 years past the Initial Term for a total of 30 years capacity assurance.

At no time will any out-of-state waste be accepted into the Landfill

2. Definitions used herein shall have their respective meanings ascribed in the Agreement, unless otherwise expressly defined herein. Except as expressly amended by the terms of this Second Amendment, all of the terms and provisions of the Agreement are valid, binding and enforceable, and shall remain in full force and effect.

3. The parties each represent and warrant to the other party that (a) it has the power and authority to enter into this Second Amendment, (b) the Agreement, as modified by this Second Amendment, is valid and binding on the parties, and (c) any and all required approvals and consents have been obtained for the valid execution and delivery of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have obtained all necessary approvals and taken all necessary steps to empower and caused their duly authorized representatives to execute this Second Amendment as of the day herein above written.

HAYWOOD COUNTY, NORTH CAROLINA

By: _____
Title: _____

**SANTEK ENVIRONMENTAL OF
NORTH CAROLINA, LLC**

By: _____
Edward A. Caylor, President