

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: July 21st, 2021

SUBJECT: 2021 Foam Recycling Coalition Grant

PRESENTER: Christine Wittmeier

ATTACHMENTS: Yes,
1. Foam Recovery Grant Agreement

SUMMARY OF REQUEST:

The attachment provides information to the Board about the \$40,000 grant awarded to Henderson County through the Foam Recycling Coalition's Foam Recovery Grant Program. The grant covers the cost to purchase a thermal densifier that is capable of densifying both food service foam (cups, plates, egg cartons, etc.) and packaging foam (coolers, electronic packaging, etc.). The machine would allow Henderson County Solid Waste to pilot a residential foam recycling program for the citizens of Henderson County. Foam is bulky, lightweight, and not recyclable at the Material Recovery Facility (MRF). Diverting this material from the Transfer Station saves valuable tractor trailer space and can be sold to manufacture picture frames. The grant also includes a 17% County match of \$6,967.29 for collection bins and improved ventilation. The match is included in the approved FY22 budget.

BOARD ACTION REQUESTED:

Approve the 2021 Foam Recycling Coalition grant.

Suggested Motion:

I move the Board approve the 2021 Foam Recycling Coalition grant.

FOAM RECOVERY GRANT AGREEMENT

This agreement is made and entered into as of the ___ day of _____, 20__ by and between the Foodservice Packaging Institute, Inc. (FPI) and **Henderson County Solid Waste**, (Grantee) individually and collectively the “Party” or “Parties”.

FPI desires Grantee to recover post-consumer polystyrene foam, including foodservice packaging, as part of their recycling program and Grantee desires to undertake such efforts, on the terms set forth in this Agreement.

SECTION 1: RECYCLING OF POST-CONSUMER FOAM

During the term of this Agreement, Grantee shall a) sort or cause to be sorted post-consumer polystyrene foam, including foodservice packaging, at the recycling facility located at **191 Transfer Station Drive, Hendersonville, NC 28791** (“Recycling Facility”); b) offer at no additional charge, post-consumer polystyrene foam, including foodservice packaging, recycling opportunities to all of its residential customers whose material is delivered to the Recycling Facility; and c) sell densified loads of post-consumer polystyrene foam to markets.

Total Households served by the Recycling Facility (Henderson County, NC): **55,000**

Grantee represents and warrants that upon installation of the equipment described in Section 2 below, that Grantee will have, and therefore will maintain, the facilities and expertise necessary to perform this Agreement. Grantee acknowledges that it is not relying on any expertise of FPI with respect to the suitability of the equipment to be installed pursuant to the grant referenced in Section 2 below for post-consumer polystyrene foam recycling or other recycling purposes, nor has Grantee relied, nor does it expect to rely, on any expertise of FPI with respect to post-consumer polystyrene foam recycling or to the sales or marketing of densified loads of post-consumer foam.

FPI does not, by making grant money available to Grantee as set forth in Section 2 below, make any representation that it has any expertise with respect to post-consumer polystyrene foam recycling, nor warrant the fitness of any recycled post-consumer polystyrene foam product for any particular use nor otherwise endorse such use. The determination to use or not use any such product for a particular purpose shall be made solely by the purchaser of such product.

FPI does not, by making grant money available to Grantee as set forth in Section 2 below, assume any liability for the processes to be used by Grantee in performing its post-consumer polystyrene foam recycling functions hereunder or for the safety of Grantee’s employees, agents or contractors in so doing. Grantee shall have the responsibility of maintaining a safe workplace.



SECTION 2: GRANT

FPI will provide a one-time grant of **\$40,000** to the Grantee towards the purchase of equipment that the Grantee shall use in performing its duties under this Agreement. The grant funds shall be paid upon confirmation from the Grantee that a) the equipment is on-site and operational at the Recycling Facility; b) that post-consumer polystyrene foam, including foodservice packaging, recycling is underway; and c) that residential customers have been informed that post-consumer polystyrene foam, including foodservice packaging, can now be delivered to the Recycling Facility. Grantee shall provide a written request for the grant funds that includes documentation that the above conditions have been met by Grantee within 6 months of the execution of this agreement. The date of the grant fund request shall be the effective date for purposes of this Agreement (“Effective Date”).

SECTION 3: COMMUNICATION

FPI and grantee will work in partnership to provide project related communication resources. This will include a sample press releases, web site content, related graphics, and social media messaging. Written communication from the grantee as it relates to the announcement of the FRC grant award, notice to the general-public regarding the addition of polystyrene foam and kickoff of the new collection program, web site content and other press releases related to the collection of polystyrene foam will be approved by FPI prior to its public release.

SECTION 4: REPORTING

For the term of this agreement, Grantee shall provide FPI with a written report each quarter after the equipment is installed that shows a) the total pounds of post-consumer polystyrene foam, including foodservice packaging, recovered and densified for market (both on-site as well as already shipped) at the Recycling Facility during that 3-month period and b) the total tons of all recyclables shipped from the Recycling Facility during that period. Grantee understands that FPI will mention the facility in publicity materials including press release and case study and that data from the Grantee’s reporting will be shared in aggregate as part of those publicity materials. Grantee agrees to cooperate in publicizing the benefits of recycling polystyrene foam.

SECTION 5: TERM AND TERMINATION

The term of this agreement shall be three (3) years from the Effective Date. This Agreement shall automatically terminate upon expiration of the term. This Agreement may be terminated by either Party due to breach by the other Party of any material provision of this Agreement and fails or is unable to cure the breach within 45 days of receipt of notice of breach from the other Party.

SECTION 6: HOLD HARMLESS

Each Party agrees to defend, hold harmless and indemnify the other Party and its officers, directors, employees and representatives from and against all liabilities, damages and costs, including reasonable attorney’s fees, arising out of any third-party claims caused by or resulting from the breach of this Agreement by the other Party.



SECTION 7: MISCELLANEOUS

- 7.1 This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter.
- 7.2 This Agreement will be governed exclusively by, and construed exclusively in accordance with, the laws of the State of North Carolina.
- 7.3 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its term.
- 7.4 All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent via courier, fax or email to (Grantee) Christine Wittmeier, Environmental Program Coordinator; and (FPI) Natha Dempsey.
- 7.5 This Agreement may be amended only by a written agreement executed by the Parties hereto. No provision of this Agreement may be waived except by a written document executed by the Party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver.
- 7.6 This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one Agreement.
- 7.7 E-Verify: At all times during performance of the Agreement, TMA shall fully comply with Article 2 of Chapter 64 of the North Carolina General Statutes and shall ensure compliance by any subcontractors utilized. All parties shall execute an affidavit verifying such compliance upon request by County.
- 7.8 Preaudit Notice: Pursuant to N.C. Gen. Stat. §159-28 no contract with a local government including County requiring the payment of any public funds is valid unless properly pre-audited in the manner required by said statute. This Agreement must contain a Preaudit Certificate signed by the County Finance Officer or their Deputy in the form required by North Carolina law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

FOODSERVICE PACKAGING INSTITUTE, INC. HENDERSON COUNTY SOLID WASTE

By: _____ By: _____

Date: _____ Date: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

This instrument has been preaudited
in the manner required by the Local
Government Budget & Fiscal Control Act
NC GS 159-28(a)

