

NORTH CAROLINA
ASHE COUNTY

SOLID WASTE MANAGEMENT CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 2022, by and between **County of Ashe**, a body politic, Party of the First Part, hereinafter referred to as "County" and **Peak Sanitation, LLC**, Boone, North Carolina, a corporation, Party of the Second Part.

WITNESSETH:

That Whereas, the County desires to provide for the people residing within its boundaries as complete a solid waste collection service as possible within its capacity to do so; and

Whereas, the County Board of Commissioners of Ashe County has adopted an ordinance granting a franchise for Peak Sanitation, LLC to operate a solid waste collection service in the County of Ashe.

IT IS NOW THEREFORE, CONTRACTED AND AGREED by and between the parties as follows:

1. This license permits lawful business activity within all of the unincorporated areas of the County and is granted subject to the provisions contained in Chapter 50 of the Ashe County Code of Ordinances adopted by the County Board of Commissioners, as amended, which governs the collection, storage, transportation and disposal of solid waste.
2. The County Board of Commissioners reserves to itself the right to regulate the fees that may be charged by the holder of a franchise for the commercial collection and disposal of solid waste.
3. The County must consent to and approve the relocation of the business office, maintenance facility, or equipment storage facility operated by the licensee.
4. Peak Sanitation, LLC agrees to provide where feasible, curbside collection services for recyclable commodities and to promote and sell those services.
5. Peak Sanitation, LLC agrees to provide and operate a recycling education program to be available to school classes, civic clubs, and other organizations that are interested in learning about the need for recycling.

6. Peak Sanitation, LLC agrees to provide and service a recycling collection program to all commercial and industrial customers it does business with, and to furnish collection and storage bins to the same at a reasonable price.
7. In the event of the failure by Peak Sanitation, LLC to perform any provision of said terms or conditions, the County shall have the right to terminate this contract.
8. In the event of a change of ownership of Peak Sanitation, LLC involving a sale of more than fifty-one percent (51%) of the common stock to shareholders other than current Peak Sanitation, LLC shareholders or in the event of a merger of Peak Sanitation, LLC with another company or entity, Peak Sanitation, LLC must notify the County in writing of such proposed sale or merger in writing six (6) months prior to the effective date of sale or merger. The written consent of the County to such sale or merger shall be required and if not given, the County shall have the option to revoke the franchise. Such consent shall not be unreasonably withheld.

IN TESTIMONY WHEREOF the parties have executed this agreement in duplicate originals, the day and year first above written.

Party of the First Part
County of Ashe

Adam Stumb
County Manager

ATTEST:

Missy Seivers
Clerk, Board of Commissioners

Party of the Second Part
Peak Sanitation, LLC

Zak Ammar, CEO

NORTH CAROLINA
ASHE COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Missy Seivers personally came before me this day and acknowledged that she is Clerk to the Ashe County Board of Commissioners, a corporation, and that by authority duly given and as of the act of the corporation the foregoing instrument was signed in its name by its County Manager, sealed with its corporate seal, and attested by her as the Clerk.

Witness my hand and official seal, this the _____ day of _____, 2022.

Notary Public

My commission expires: _____

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Keith Honeycutt with Peak Sanitation, LLC, personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2022.

Notary Public

My commission expires: _____